

## **SECTION: SAFETY AND FIRE PREVENTION**

### **84 FIRE PROTECTION, OCCUPATIONAL HEALTH & ENVIRONMENTAL SAFETY**

BUILDINGS IN WHICH SPACE IS OFFERED FOR LEASE SHALL COMPLY WITH THE REQUIREMENTS OF THE OSA FIRE PROTECTION, OCCUPATIONAL HEALTH, AND ENVIRONMENTAL SAFETY STANDARDS AS DESCRIBED IN THIS SECTION AND THE AGENCY HANDBOOK NUMBERED PBS P 5900.2C. EQUIVALENT PROTECTION, AS REQUIRED BY THE APPLICABLE STANDARDS, SHALL BE APPROVED BY THE CONTRACTING OFFICER. ADDITIONALLY, OFFERS WHICH INCLUDE ALTERNATIVE FIRE PROTECTION FEATURES MUST INCLUDE A WRITTEN ANALYSIS BY A CERTIFIED FIRE PROTECTION ENGINEER FULLY DESCRIBING ANY EXCEPTIONS TAKEN TO THE FIRE PROTECTION REQUIREMENTS OF THIS SOLICITATION (SEE PARAGRAPH ENTITLED "ALTERNATIVE FIRE PROTECTION FEATURES" FOR MORE DETAILED REQUIREMENTS).

PRIOR TO OCCUPANCY, THE LESSOR SHALL PROVIDE, AT NO COST TO THE GOVERNMENT, CERTIFICATION THAT ALL IDENTIFIED FIRE PROTECTION DEFICIENCIES AND ENHANCEMENTS HAVE BEEN CORRECTED. THE CERTIFICATION SHALL BE MADE BY REGISTERED FIRE PROTECTION ENGINEER AND SHALL INCLUDE THE ENGINEER'S SEAL AND REGISTRATION NUMBER.

### **85 CODE VIOLATIONS**

EQUIPMENT, SERVICES OR UTILITIES FURNISHED AND ACTIVITIES OF OTHER OCCUPANTS SHALL BE FREE OF SAFETY, HEALTH AND FIRE HAZARDS. WHEN HAZARDS ARE DETECTED, THEY MUST PROMPTLY BE CORRECTED AT THE LESSOR'S EXPENSE.

### **86 PORTABLE FIRE EXTINGUISHERS**

PORTABLE TYPE FIRE EXTINGUISHERS MEETING REQUIREMENTS OF NFPA STANDARD NO. 10 SHALL BE PROVIDED AND MAINTAINED BY THE LESSOR. INITIAL AND REPLACEMENT CHARGES FOR FIRE EXTINGUISHERS SHALL BE PROVIDED BY THE LESSOR. INSPECTION (QUICK CHECK) AND MAINTENANCE (THOROUGH CHECK) OF THESE EXTINGUISHERS SHALL BE DONE IN ACCORDANCE WITH NFPA STANDARD NO. 10.

PROVIDE CARBON DIOXIDE PORTABLE FIRE EXTINGUISHERS IN COMPUTER AREAS, AND TELEPHONE AND ELECTRICAL ROOMS PER CODE.

### **87 STANDPIPES**

STANDPIPES SHALL BE PROVIDED WHEN GOVERNMENT OCCUPANCY IS FOUR OR MORE FLOORS ABOVE GRADE AND SHALL CONFORM TO NFPA STANDARD NO. 14. STANDPIPES SHALL BE LOCATED IN STAIRWELLS AND SHALL BE EQUIPPED WITH A 2-1/2 INCH VALVED OUTLET AT EACH FLOOR LEVEL.

### **88 SPRINKLER SYSTEM**

AUTOMATIC SPRINKLER REQUIREMENTS ARE AS FOLLOWS:

- A. REGARDLESS OF THE AMOUNT OF SPACE, WHEN THE GOVERNMENT LEASES SPACE 75 FEET ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT ACCESS, ALL FLOORS UP TO AND INCLUDING THE FLOOR OF OCCUPANCY MUST BE SPRINKLED.
- B. ALL FLOORS ON WHICH THE GOVERNMENT OCCUPIES BELOW GRADE SPACE, REGARDLESS OF THE AMOUNT, MUST BE SPRINKLED (INCLUDES GARAGE AREAS UNDER LEASE BY THE GOVERNMENT).

WHEREVER REQUIRED IN THE BUILDING, AUTOMATIC SPRINKLERS SHALL CONFORM TO NFPA NO. 13 EXCEPT THAT ALL SPRINKLER PIPING SHALL BE SCHEDULE 40; BE MAINTAINED IN ACCORDANCE WITH NFPA NO. 13A. HAVE ELECTRICALLY SUPERVISED CONTROL VALVES (NFPA NO. 13), AND HAVE WATER-FLOW ALARM SWITCHES CONNECTED TO AUTOMATICALLY NOTIFY THE LOCAL FIRE DEPARTMENT (NFPA NO. 72B OR 72C) OR CENTRAL STATION (NFPA NO. 71). THE NOTIFICATION OF THE FIRE DEPARTMENT OR CENTRAL STATION SHALL BE ACCOMPLISHED THROUGH THE BUILDING FIRE ALARM SYSTEM. THE CENTRAL STATION FACILITY MUST BE LISTED BY UNDERWRITER'S LABORATORIES, INC. OR ANY OTHER APPROVED NATIONALLY RECOGNIZED TESTING LABORATORY.

## 89 ENGINEERED SMOKE CONTROL SYSTEMS

ENGINEERED SMOKE CONTROL SYSTEMS ARE REQUIRED IN BUILDINGS WHICH ARE TO BE CONSTRUCTED TO MEET THE SOLICITATION REQUIREMENTS AND WILL BE 12 OR MORE STORIES IN HEIGHT. SUCH SYSTEMS SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. WHILE SUCH SYSTEMS ARE NOT REQUIRED IN EXISTING BUILDINGS TO BE LEASED BY THE GOVERNMENT, THEY SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS IF PRESENT.

## 90 MANUAL FIRE ALARM SYSTEMS

A MANUAL FIRE ALARM SYSTEM SHALL BE PROVIDED IN BUILDINGS WHICH ARE 3 OR MORE STORIES IN HEIGHT; OR IN BUILDINGS OCCUPIED BY 100 OR MORE FEDERAL EMPLOYEES ABOVE OR BELOW GRADE; OR IN BUILDINGS CONTAINING MORE THAN 50,000 SQUARE FEET GROSS FLOOR AREA. MANUAL FIRE ALARM STATIONS SHALL BE MOUNTED 42 TO 54 INCHES ABOVE THE FLOOR AND LOCATED IN NORMAL EXIT PATHS ON EACH FLOOR AT OR NEAR STAIRWAYS AND EXITS. AN ALARM SHALL AUTOMATICALLY SOUND THROUGHOUT THE BUILDING UNLESS REQUIRED TO SOUND ONLY ON THE FIRE FLOOR BY LOCAL CODE. THE ALARM SOUND MAY BE BELLS, HORNS OR RECORDED VOICE MESSAGES. ALARMS SHALL BE AUTOMATICALLY SENT TO THE LOCAL FIRE DEPARTMENT IN ACCORDANCE WITH NFPA STANDARD 72B OR 72C OR TO A PRIVATELY OPERATED CENTRAL STATION PROTECTIVE SIGNALING SYSTEM CONFORMING TO NFPA STANDARD NO. 71. INSTALLATION, MAINTENANCE OPERATION TESTING AND EQUIPMENT SHALL CONFORM TO NATIONAL FIRE PROTECTION ASSOCIATION STANDARD NO. 72A AND CHAPTER 4 OF NFPA 72H. GUIDE FOR TESTING PROCEDURES FOR LOCAL, AUXILIARY REMOTE STATION AND PROPRIETARY PROTECTIVE SIGNALING SYSTEMS.

## 91 EXIT AND EMERGENCY LIGHTING

EMERGENCY LIGHTING MUST PROVIDE AT LEAST 0.5 FOOT CANDLES OF ILLUMINATION THROUGHOUT THE EXIT PATH, INCLUDING EXIT ACCESS ROUTES, EXIT STAIRWAYS, OR OTHER ROUTES SUCH AS PASSAGEWAYS TO THE OUTSIDE OF THE BUILDING. THE EMERGENCY LIGHTING SYSTEM USED MUST BE SUCH THAT IT WILL OPERATE EVEN IF THE PUBLIC UTILITY POWER FAILS. EXCEPT THAT IN BUILDINGS 6 STORIES OR LESS, THE SYSTEM MAY BE POWERED FROM CONNECTIONS TO SEPARATE SUB-STATIONS OR TO A NETWORK SYSTEM FROM THE PUBLIC UTILITY. AUTOMATIC SWITCHING MUST BE PROVIDED FOR THE EMERGENCY POWER SUPPLY.

## 92 ALTERNATIVE FIRE PROTECTION PROCEDURES

IF SPACE CANNOT MEET DETAILED SAFETY AND FIRE PREVENTION REQUIREMENTS, ALTERNATIVE MEANS OF PROTECTION WILL BE CONSIDERED. FOR EXAMPLE, IF STAIRWAYS ARE TOO NARROW, AUTOMATIC SPRINKLER PROTECTION THROUGHOUT THE BUILDING MAY MAKE THE SPACE ACCEPTABLE. ALL OFFERORS MUST PROVIDE WITH THEIR OFFER A WRITTEN ANALYSIS FROM A REGISTERED FIRE PROTECTION ENGINEER FULLY DESCRIBING ANY EXCEPTIONS TAKEN TO THE FIRE PROTECTION REQUIREMENTS OF THIS SOLICITATION. THIS ANALYSIS MUST INCLUDE CERTIFICATION BY THE ENGINEER THAT THE ALTERNATIVE PROTECTION WILL ACHIEVE A LEVEL OF RISK NOT MEASURABLY GREATER THAN THAT IMPOSED BY THE GOVERNMENT CRITERIA. THE CERTIFICATION MUST ALSO INCLUDE THE ENGINEER'S SEAL AND REGISTRATION NUMBER. ALL ANALYSIS MUST BE REVIEWED AND APPROVED BY THE CONTRACTING OFFICER PRIOR TO LEASING THE SPACE.

## 93 FIRE DOORS

FIRE DOORS SHALL CONFORM WITH NFPA NO. 80.

PRIOR TO OCCUPANCY, THE LESSOR SHALL PROVIDE, AT NO COST TO THE GOVERNMENT, CERTIFICATION THAT ALL IDENTIFIED FIRE PROTECTION DEFICIENCIES AND ENHANCEMENTS HAVE BEEN CORRECTED. THE CERTIFICATION SHALL BE MADE BY A REGISTERED FIRE PROTECTION ENGINEER AND SHALL INCLUDE THE ENGINEER'S SEAL AND REGISTRATION NUMBER.

## 94 SAFETY-AIR CONTAMINANT LEVELS

AIR CONTAMINANT LEVELS (E.G., DUST, VAPOR, FUMES, GASES) SHALL NOT EXCEED THOSE IN 29 CFR 1910.1000 AND 1910.1001. WHEN ACTUAL CONCENTRATION LEVELS EQUAL OR EXCEED 50% OF THE LEVELS IN 29 CFR 1910, CONTROL ACTIONS SHALL BE INITIATED. VENTILATION SYSTEMS HAVING AIR STREAMS WHICH PASS THROUGH WATER SHALL HAVE THE WATER TREATED WITH AN EPA REGISTERED BIOCIDES TO CONTROL ETIOLOGICAL ORGANISMS. THE LESSOR SHALL ASSIST THE GOVERNMENT IN DEVELOPING A PLAN ACCEPTABLE TO THE GOVERNMENT TO PROTECT OCCUPANTS OF THE BUILDING DURING EMERGENCIES SUCH AS FIRES, BOMB THREATS AND POWER LOSS.

TEST WATER FROM EMPLOYEE DRINKING FOUNTAINS PRIOR TO OCCUPANCY OF THE BUILDING AND ON AN ANNUAL BASIS. TO ENSURE DRINKING WATER IS FREE FROM HARMFUL SUBSTANCES AS IDENTIFIED IN THE EPA SAFE DRINKING WATER ACT OF 1986 AS AMENDED.

SIX MONTHS AFTER THE GOVERNMENT OCCUPIES THE BUILDING AND ANNUALLY THEREAFTER. THE LESSOR MUST CONDUCT TESTS OF ITS AIR QUALITY AND VENTILATION CAPACITY. AN INDOOR AIR RATE OF 20 CFM OUTSIDE AIR PER PERSON IS THE MINIMUM ACCEPTABLE LEVEL. IF CO(2) IS THE CONTROL VARIABLE, IT SHOULD BE KEPT TO 0.08% (800 ppm). ORGANIC GASES EMITTED BY BUILDING MATERIALS AT 1mg/m(3).

TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT GUIDELINES PRESCRIBED BY THE INDUSTRY STANDARD.

#### **ASBESTOS:**

NO ASBESTOS-CONTAINING FIREPROOFING OR INSULATION ON BUILDING STRUCTURE. ACOUSTICAL TREATMENT, MOLDED OR WET-APPLIED CEILING OR WALL FINISHES, DECORATIONS, OR PIPE AND BOILER INSULATION (INCLUDING DUCT, TANK, ETC.) WILL BE PERMITTED.

*[Handwritten signature]*

**SECTION: SPECIAL REQUIREMENTS**

**95 SPECIAL - 1**

**PARAGRAPH 5: SPECIAL -1**

PERFORMANCE SPECIFICATIONS ARE ATTACHED AS EXHIBIT "A" AND MADE A PART HEREOF.

MAINTENANCE OF ALL EQUIPMENT FURNISHED IN ACCORDANCE WITH THE REQUIREMENTS OUTLINED IN THE SPECIAL PURPOSE PERFORMANCE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 16, MAINTENANCE OF PREMISES, OF GSA FORM 3517, GENERAL CLAUSES.

**96 SPACE PLANNING**

OFFEROR SHALL PROVIDE SPACE PLANNING SERVICES IN ACCORDANCE WITH ATTACHMENT C TO THIS SFO.

# INDEX

SECTION	PARAGRAPH	PAGE
1 SUMMARY OF SOLICITATION.		
ALTERNATE PROPOSALS.....	12.....	10
AMOUNT AND TYPE OF SPACE.....	1.....	2
AREA OF CONSIDERATION.....	2.....	2
AWARD.....	13.....	10
EVIDENCE OF CAPACITY TO PERFORM.....	9.....	8
HOW TO OFFER.....	8.....	6
LEASE TERM.....	5.....	5
LOCATION.....	3.....	2
NEGOTIATIONS.....	10.....	8
OCCUPANCY DATE.....	7.....	5
OFFER DUE DATE.....	6.....	5
ORGANIZATION OF SOLICITATION.....	14.....	10
PRICE EVALUATION (PRESENT VALUE).....	11.....	9
UNIQUE REQUIREMENTS.....	4.....	3
2 AWARD FACTORS.....		10
GENERAL.....	15.....	10
OTHER FACTORS.....	16.....	11
3 MISCELLANEOUS.....		12
ADJUSTMENT FOR VACANT PREMISES GSAR 552.270-25.....	25.....	15
ALTERATIONS COSTING \$25,000 OR LESS.....	18.....	13
APPURTENANT AREAS.....	22.....	14
CONSTRUCTION SCHEDULE.....	36.....	15
CONSTRUCTION INSPECTIONS.....	29.....	16
LIQUIDATED DAMAGES GSAR 552.27-22 (JUNE 1985).....	24.....	15
NET USABLE SPACE.....	21.....	14
OPERATING COSTS GSAR 552.270-23 (JUNE 1985).....	70.....	13
PROGRESS REPORTS.....	27.....	16
TAX ADJUSTMENT GSAR 552.270-24 (JUNE 1985).....	19.....	13
UNIT COSTS FOR ADJUSTMENTS.....	17.....	12
VENDING FACILITIES.....	25.....	15
4 GENERAL ARCHITECTURAL.....		16
BUILDING SYSTEMS CERTIFICATION.....	32.....	17
CODES, STANDARDS AND REQUIREMENTS.....	29.....	16
COLUMN SPACING.....	36.....	17
CORE.....	35.....	17
EXITS AND ACCESS.....	37.....	18
FLOOR PLANS AFTER OCCUPANCY.....	32.....	17
FLOOR AND FLOOR LOADS.....	34.....	17
QUALITY AND APPEARANCE OF BUILDING EXTERIOR.....	30.....	17
WINDOWS.....	32.....	18
WORK PERFORMANCE.....	31.....	17
5 ARCHITECTURAL.....		18
ACOUSTICAL REQUIREMENTS.....	57.....	24
ALTERNATIVE DESIGN SOLUTIONS.....	43.....	19
BUILDING DIRECTORY.....	55.....	25
CEILING AND INTERIOR FINISHES.....	45.....	19
DOORS: EXTERIOR.....	48.....	21
DOORS: HARDWARE.....	51.....	21
DOORS: IDENTIFICATION.....	52.....	22
DOORS: INTERIOR.....	49.....	21
DOORS: MANEUVERING CLEARANCES.....	52.....	21

FLAGPOLE.....	61.....	25
FLOOR COVERING AND PERIMETERS.....	56.....	22
HANDICAPPED ACCESSIBILITY.....	40.....	18
LANDSCAPING.....	42.....	19
LAYOUT AND FINISHES.....	44.....	19
OSHA REQUIREMENTS.....	41.....	18
PARTITIONS: GENERAL.....	53.....	22
PARTITIONS: PERMANENT.....	54.....	22
PARTITIONS: SUBDIVIDING.....	55.....	22
WALL COVERINGS.....	46.....	19
WALLCOVERING: PAINTING.....	47.....	21
WINDOWS/ANTI-INTRUSION.....	39.....	18
WINDOW COVERING.....	58.....	25
 6 MECHANICAL, ELECTRICAL, PLUMBING.....		26
BRINKING FOUNTAINS.....	63.....	26
ELECTRICAL: GENERAL.....	69.....	29
ELECTRICAL: DISTRIBUTION.....	70.....	29
ELEVATORS.....	74.....	31
GENERAL.....	62.....	26
HEATING AND AIR CONDITIONING.....	67.....	27
JANITOR CLOSETS.....	66.....	27
LIGHTING: INTERIOR.....	72.....	31
RESTROOMS.....	64.....	26
RESTROOMS: FIXTURE SCHEDULE.....	65.....	27
SWITCHES.....	73.....	31
TELECOMMUNICATIONS.....	71.....	30
VENTILATION.....	66.....	29
 7 SERVICES, UTILITIES, MAINTENANCE.....		32
GENERAL.....	75.....	32
JANITORIAL SERVICES.....	82.....	34
MAINTENANCE AND TESTING OF SYSTEMS.....	79.....	33
NORMAL HOURS OF OPERATION.....	76.....	32
OVERTIME USAGE.....	77.....	32
SCHEDULE OF PERIODIC SERVICES.....	83.....	40
SECURITY.....	80.....	33
SECURITY: ADDITIONAL REQUIREMENTS.....	81.....	33
UTILITIES.....	75.....	33
 8 SAFETY AND FIRE PREVENTION.....		41
ALTERNATIVE FIRE PROTECTION FEATURES.....	92.....	42
CODE VIOLATIONS.....	85.....	41
ENGINEERED SMOKE CONTROL SYSTEMS.....	89.....	42
EXIT AND EMERGENCY LIGHTING.....	91.....	42
FIRE DOORS.....	93.....	42
FIRE PROT. OCC. HEALTH & ENVIRONMENTAL SAFETY.....	84.....	41
MANUAL FIRE ALARM SYSTEMS.....	50.....	42
OSHA REQUIREMENTS.....	41.....	18
PORTABLE FIRE EXTINGUISHERS.....	86.....	41
SAFETY AND TESTING.....	94.....	42
SPRINKLER SYSTEM.....	56.....	41
STANDPIPES.....	9.....	41
 9 SPECIAL REQUIREMENTS.....		44
SPECIAL-1.....	95.....	44

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE

1/3/96

TO LEASE NO.

GS-11B-40155

ADDRESS OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between,  
PARCEL 49C LIMITED PARTNERSHIP

whose address is

c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon complete execution hereof, as follows:

Notwithstanding any other provisions of the lease, or attachments thereto, this SLA No 1 shall govern over any other provision of the lease, or attachments thereto, with respect to the following:

1. Amount of Space

The Lessor leases to the Government, and the Government agrees to lease, the following described premises:

A total of 449,859 NUSF of office and related space will be provided consisting of 7,098 NUSF on the Maine Avenue level; 49,845 NUSF on the 12th Street Entrance Level; 35,419 NUSF on the Courtyard Level; 54,265 NUSF each on Levels 1 through 3; 24,700 NUSF on Level 4; 38,579 NUSF each on Levels 5 through 7; and 54,265 NUSF on Level 8, in the building known as Portals Building, Phase II, located at 445 12th Street, S.W., Washington, D.C. 20024. (As shown on plans in Attachment A to this SLA No. 1). It is the intent of the Government that the Federal Communications Commission shall be the initial occupant of the leased space (this shall not in anyway alter the Government's rights under the General Clauses incorporated in this Lease, including but not limited to clauses 12 and 13 thereof).

Options for an additional Amount of Space are provided by paragraph 15 of this SLA No. 1.

See Continuation Pages 2-7 for additional terms and provisions of this SLA No. 1.

All other terms and conditions of the lease shall remain in force and effect, except as specifically modified herein.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, Its Management Agent

BY

(b) (6)  
(Signature)

General Partner

(Title)

IN PRESENCE OF

(b) (6)  
(Signature)

1250 Maryland Avenue, S.W., Washington, DC

(Address)

UNITED STATES OF AMERICA

BY

(b) (6)  
(Signature)

Contracting Officer

(Official Title)

2

## Rental Rate

The rental amount shall be based on an annual rental rate of \$38.85 for the original 287,483 NUSF of space leased and \$37.95 for the additional 162,376 NUSF of space leased pursuant to this SLA, for a total rental amount of \$17,330,883.75 per annum, payable in equal monthly installments of \$1,444,240.32 in arrears. The per annum rental rate for any option space shall be \$37.95 per NUSF.

3

## Occupancy Date, Tenant Design and Buildout

The initial phase of the leased space must be ready for occupancy no later than eighteen (18) months from the commencement of construction, and all of the leased space must be ready for complete occupancy no later than seven (7) months from initial occupancy, subject to the terms and conditions of Rider No. 1 to SFO 88-100, provided however, initial occupancy shall not be before July 1, 1997. Construction of the building of which the leased premises will be a part shall commence no later than one hundred twenty (120) days after the date of this SLA.

The Government will provide to the Lessor within twenty (20) business days of the date the Federal Communications Commission is statutorily authorized to return to work through a Continuing Resolution or other funding or statutory authorization: (i) the specifications for those standard tenant improvements and those "Specials" (above lease standard tenant buildout requirements) which affect the base building structure or systems, (ii) the complete Program of Requirements for the FCC's consolidated headquarters, and (iii) the "blocking and stacking" for the FCC's consolidated headquarters.

The design and the buildout of the tenant improvements to the leased space shall be done in approximately six (6) equal phases. Phase 1 will include at least the Commission Meeting Room (block outline only; the rest of the design intent information for this space will be included as part of Phase II), Computer Room, Print Plant, Hearing Rooms, Telecommunications Riser and Distribution System and the Twelfth Street Entrance and Courtyard Functions. The remaining phases shall be determined by the Government, but shall proceed generally from the lowest floor to the highest floor. Deviations from this general requirement shall be allowed to the extent such changes do not materially impact the design, construction and/or occupancy of the building and the leased space. The Government shall submit a phasing plan to Lessor in accordance with this provision within 30 days of the date of this SLA No. 1. Lessor shall prepare a schedule for the delivery of each phase in accordance with the requirements of this SLA and Rider No. 1 to the Lease, within 30 days of the receipt by Lessor of the Government's phasing plan.

The Government shall prepare the Design Intent Drawings generally in accordance with Rider No. 1 to the Lease provided that the Design Intent Drawings shall be delivered to Lessor in accordance with the following schedule:

Phase One	February 8, 1996
Phase Two	April 10, 1996
Phase Three	May 15, 1996
Phase Four	June 24, 1996
Phase Five	August 7, 1996
Phase Six	September 20, 1996



In the event that the Government fails to deliver the Design Intent Drawings in accordance with the schedule set forth above, the delay shall be Government delay and in accordance with Rider No. 1 to the lease, there shall be a day-for-day delay in the delivery date. Delay in a prior phase shall not automatically constitute delay in a subsequent phase.

4 Tax Adjustment

The Government's percentage of occupancy for determining its percentage share of any increases in real estate taxes is established as 82.41%, subject to proportional adjustment to reflect the increase in the leased space in the event the Government exercises any or all of the options as set forth in paragraph 15 of this SLA. Following delivery and acceptance of the leased space, the Government's percentage share of the leased space shall be adjusted if necessary to reflect the measurement of the leased space.

5 Operating Costs

The base rate for operating cost adjustments was established as ~~(b) (4)~~ for the twelve (12) month period beginning June of 1993, subject to proportional adjustment to reflect the increase in the leased space in the event the Government exercises any or all of the options as set forth in paragraph 15 of this SLA. Immediately upon commencement of the lease, and each year thereafter, the Government shall pay adjusted rent for changes in the cost of services in accordance with the base rate. For purposes of calculating the adjustment for operating costs in accordance with paragraph 20 Operating Costs, "the index figure published for the month prior to rent commencement date" shall mean the index figure published for May of 1993. No adjusted rent for operating costs shall be due, or interest thereon payable, for any period prior to lease commencement as determined in accordance with this SLA No. 1.

6 Performance Specifications, Unit Costs for Adjustments, and Alternates

Pricing for the Special Requirements Performance Specifications shall be adjusted by multiplying the amount in question by the percentage of change in the Cost of Living Index. The percentage change shall be computed by comparing the index figure for March of 1993 with the index figure for the month in which the work containing the units are accepted, or the Leases Commencement Date, whichever is later. The Contractor, A/E and Lessor's markups for any other above SFO standard work requested by the Government shall be as set forth in the pricing or the Special Requirements Performance Specifications. Within forty-five (45) days of the date of execution of this SLA, the Lessor and the Government shall renegotiate the Unit Costs for Adjustments. Pricing for Alternate Proposals (Rider No. 5) is deleted in its entirety.

7 Acceptance of Plans

The Government accepts the Lessor's plans as reflected on the attached schematics for the base building as satisfying the requirements of SFO 88-100. To the extent that any changes are made to the special and other elements of the building after the date of this SLA at the Government's request and such change increases the Lessor's cost or time of performance, then the Government shall provide the Lessor with an equitable adjustment in accordance with General Clause 17 of GSAF 3517 for its reasonable costs and delays resulting from such changes.

8 Assignability

Lessor may sell, assign or transfer the lease or its interest therein, including the rights and obligations set forth, and if the Government is reasonably satisfied with the ability of the assignee to perform, the Parcel 49C Limited Partnership will be discharged of any further obligations under the lease. If, by virtue of the sale, assignment, or transfer, Parcel 49C Limited Partnership is no longer the Lessor, the Government and the

successor lessor shall execute a Novation Agreement generally in the form set forth in Part 42 of the Federal Acquisition Regulation.

9 Codes, Standards, and Requirements

For purposes of paragraph 29 of the lease, Codes Standards and Requirements, the "latest edition" of the codes and standards with which the proposal must comply, shall be the latest edition in effect as of September 1, 1995.

10 General Clauses

¶3. Termination for Default

General Clause 3 is amended by adding at the end: "Notwithstanding the foregoing, the Government will not terminate the lease agreement, but will rely on its other rights and remedies."

¶15. Failure in Performance

Rider No. 2 clarifying General Clause 15, is amended to provide that the period of time within which to cure the failure must be "reasonable", and that the provision for waiving notice in the event of an emergency is deleted. Additionally, the Government shall send a copy of the required notice to Lessor's Lender at the address to be provided by Lessor. The following shall be added at the end of the clause: "The maximum amount the Government may deduct from the rent during any year of the lease term pursuant to paragraph 15 of the General Clauses shall not exceed an amount equal to \$8.50 per NUSF of space leased by the Government under this lease, with the understanding that such offset limitation amount shall increase each during the term of the lease by using the same methodology as used to calculate increases in the base rate for operating costs in accordance with Paragraph 20, Operating Costs." Subject to the foregoing limitation on the amount the Government may deduct during any particular year, the Government may carry forward (but not backward) any excess amounts not deducted in a particular calendar year because of the deduction limitation and take such deductions in subsequent calendar years. The foregoing shall not limit the Government's right to pursue other rights and remedies it may have in connection with such failure in performance.

11 Rent Commencement

The Government's obligation to pay rent for the Phase 1 space shall commence on July 1, 1997, for the Phase 2 space shall commence on August 15, 1997, for the Phase 3 space shall commence on October 10, 1997, for the Phase 4 space shall commence on November 19, 1997, for the Phase 5 space shall commence on January 2, 1998 and for the Phase 6 space shall commence on February 1, 1998. This obligation shall be absolute and unconditional in all events, and, as a contractual matter, is not subject to any setoff, defense, counterclaim, recoupment, deduction or abatement or any other right, except as set forth in General Clause 15 as amended. The 20-year lease term shall be deemed to commence on the composite lease commencement date as provided in paragraph H of Rider No. 1 to the Lease and shall expire on the 20th anniversary of the composite lease commencement date.

12 Liquidated Damages

In the event that a particular phase has not been determined to be substantially complete in accordance with paragraph G of Rider No. 1 to the Lease by the applicable rent commencement date as set forth in paragraph 11 above, then, only in the case of and to the extent of Lessor delay, rather than an adjustment to the

rent commencement date or any other provisions for liquidated damages, the Government shall be paid by the Lessor, within thirty (30) days of the date of a Notice to Lessor, liquidated damages equal to the rent payable with respect to each phase for the period of time from the rent commencement date for that phase, until the phase has been determined to be substantially complete. Under no circumstances shall the Government's failure to provide a Notice be deemed a waiver of either the Government's right to receive liquidated damages or the date from which such damages are measured.

13           No Fault Delay

In the event that the Government's occupancy of all or any portion of the leased space is delayed due to an act of force majeure or as a result of any other circumstance which is not the fault of the Government and for which the Government is not otherwise compensated pursuant to the terms of this lease as amended by this SLA, then in consideration of the Government's agreement to commence paying rent notwithstanding such event of force majeure or other uncompensated delay as set forth in paragraph 11 above, the Government, at its option (to be exercised prior to the end of the fifteenth lease year), may extend the lease term for a period equal to the period of force majeure or other uncompensated delay, but in no event to exceed twelve (12) months, on the same terms and conditions as set forth herein, provided that the rent for such period shall be equal to \$3.75 per/NUSF plus the amount of the base operating expenses as escalated to the date of such extension as provided in paragraph 20 of SFO 88-100 attached to and incorporated in the lease and amended by this SLA, including paragraph 5 above and subject to the understanding that the Government shall be liable for its percentage share of the real estate taxes for the building for the extension period. In no event shall the Lessor be obligated to carry-out any upgrading or refurbishments to the leased space (such as installing new carpet or repainting the walls) during such extended period of the lease term, other than as may be required as part of the normal day to day maintenance and operation of the leased space.

14           Performance and Payment Bonds

Prior to the commencement of construction of any of the improvements, Lessor shall furnish or cause to be furnished, a performance and payment bond or bonds that name the United States of America, acting by and through the General Services Administration, as a Co-Obligee thereunder. Each such bond or bonds shall be in the form of, or substantial equivalent of, the forms then currently approved for use by the American Institute of Architects. The Payment and Performance Bond shall be issued with a penal amount of not less than 100% of the cost of construction. Such bond shall be issued by a surety company or companies listed by the Department of Treasury as "Companies Holding Certificates of Authority As Accepted Sureties On Federal bonds And As Acceptable Reinsuring Companies" as revised annually on July 1 (See Federal Register Vol. 57, No. 127) and the surety shall verify in writing that such performance and payment bond shall not be subject to revocation, modification or cancellation without the prior written approval of the Government.

15           Options to Increase Demised Premises

The Government shall have three (3) options to lease additional space upon the same terms and conditions as set forth in the SLA No. 1 for the leased premises (including the same weighted average lease and rent commencement date for the option space as provided for the leased space described in paragraph 1 above), as set forth below. The options may be exercised in any order or in any combination, but the options must be exercised by giving written notice to the Lessor by no later than December 31, 1996, and if such options are not exercised by such dates they shall expire and be of no further force and effect.

- (i)       An additional 47,058 NUSF on Levels 5, 6 and 7; and
- (ii)      An additional 29,565 NUSF on Level 4; and

- (iii) An additional 8,648 NUSF on the Courtyard Level.

Attachment B hereto contains floor plans which depict the option space.

16 Food Service Establishments

Lessor agrees to make arrangements, from time to time, with retail food service establishments or contractors for the provision of a cafeteria, other moderately priced restaurants, or food service establishments to operate at the Portals site. These establishments shall be open to the public, including the non-exclusive use of Government personnel at times reasonably consistent with the commercial practices of such establishments. The Lessor agrees to use its best efforts to obtain food service establishments or contractors to provide full service throughout the normal work day, including breakfast and lunch service and afternoon (post lunch hour) limited service. These arrangements shall provide that a minimum of 400 seats are continuously available for use in the combined establishments, commencing at least by the composite lease commencement date established by SLA and continuing for ten years thereafter. Paragraph 23 of SLA 88-100 is deleted and replaced with the following: The Government shall not operate, lease or contract for any food service, vending or retail facilities within its leased space which competes with the food service which the Lessor is obligated to provide under this SLA No. 1. A satisfactory site for a "Randolph-Sheppard" vending facility (defined for purposes of this lease as a small vending machine and snack bar area without seating, but not a cafeteria) determined pursuant to 20 U.S.C. § 107a and implementing regulations at 34 C.F.R. § 395.31 shall be deemed not to compete with the food service to be provided by the Lessor. GSA will control the number, kind, and location of vending machines within the vending facility. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated and payment will be made on a lump sum basis.

17 Small Business Subcontracting Plan

Within forty-five (45) days of the execution of this SLA, the Lessor shall update its Small Business Subcontracting Plan to reflect the increased amount of space leased by the Government. The updated Subcontracting Plan shall use the same percentage goals as contained in the current Plan.

18 Loading Dock Parking

The Government shall have the right to park a vehicle in the North loading dock in a space designated by the Lessor overnight without additional cost to the Government.

19 Lobby Displays

The Government shall have the right, subject to prior approval of the Lessor, not to be unreasonably withheld, to set-up and maintain visual displays in the Twelfth Street and Maine Avenue Level entrance lobbies from time-time during the term of the Lease. The Government shall not be required to pay any additional rent for such use so long as Lessor does not incur any additional expenses as a result of such use.

20 Daycare Center; Fitness Center

The Lessor agrees to use vigorous efforts to lease space on the Courtyard level of the Portals Phase I building to a daycare center operator who will operate a daycare center in such space and shall offer daycare services first to occupants of the Portals Phase I and Phase II buildings and then to the general public. "Vigorous efforts" shall not include an obligation on the part of the Lessor to offer financial incentives or operating subsidies to induce a daycare operator to lease such space and operate a daycare facility in such space or for Lessor to take

operating risks with respect to any day care facility. If the Lessor does not lease space in the Portals I building to a daycare provider for the operation of a daycare facility, the Lessor shall make such space available for lease by the Government as additional option space for the operation of a daycare facility if such space remains available for lease.

Government employees shall have equal priority with occupants of the Portal Phase I building to join the health club facility located in the Portals Phase I building, which rights shall be in preference to anyone who is not a tenant in either the Portals Phase I or Portals Phase II buildings.

21 Release of Claims

In consideration for the Government's execution of this SLA, the Lessor releases the Government, as of the date this SLA is executed, of and from any and all claims, demands for relief, remedies or equitable adjustments, known and unknown, of any nature or description whatsoever, legal or equitable, which relate directly or indirectly or in any manner whatsoever to the execution of Lease No. GS-11B-40155 on August 12, 1994, the administration of the Lease up to the date this SLA No. 1 is executed by all parties, including but not limited to any actions or omissions by the Government prior to such date, the Agreement dated August 12, 1994 between the parties, and the action designated as Parcel 49C Limited Partnership v. United States. The foregoing release shall in no way relieve the Government from its obligations under this Lease as amended by this SLA No. 1 from and after the date this SLA No. 1 is executed by all parties hereto.

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NC 2  
TO LEASE NO.  
GS-11B-40155

DATE  
3/26/96

ADDRESS OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between:  
PARCEL 49C LIMITED PARTNERSHIP

whose address is  
c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon complete execution hereof, as follows:

The General Clauses attached to and incorporated in the Lease are hereby amended as follows:

Clause 11 of the General Clauses is amended and restated in its entirety to read as follows:

(a) If the said premises be totally destroyed by fire or other casualty, the Government shall have the right to terminate this Lease by written notice to Landlord within one hundred twenty (120) days after the occurrence of such event. In the event the Government fails to provide written notice of termination as aforesaid or elects not to terminate this Lease then the Lessor shall commence repair and restoration in accordance with subparagraph (b) below; it being understood that all references to partial destruction or damage in subparagraph (b) below shall be deemed to mean total destruction for purposes of this subparagraph (a).

(b) In the event of partial destruction or damage that renders the entire premises untenable, as reasonably determined by the Government, then (1) the Lessor shall, within one hundred twenty (120) days, diligently commence the repair or restoration of the entire leased premises to a tenable condition and shall complete such repair or restoration within such one hundred twenty (120) day period by diligent commencement and continuous pursuit of such repair or restoration, or if such repair or restoration cannot be completed in such one hundred twenty (120) day

See Continuation Pages 2 and 3 for additional terms and provisions of this SLA No. 2.

All other terms and conditions of the lease shall remain in force and effect, except as specifically modified herein.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, Its Management Agent

BY

(b) (6)

General Partner

(Title)

IN PRESENCE OF

(b) (6)

1250 Maryland Avenue, S.W., Washington, DC

(Address)

(Signature)

UNITED STATES OF AMERICA

BY

(b) (6)

2/28/96

Contracting Officer

(Official Title)

(Signature)

18 00

(b) (continued) period with diligent commencement and continuous pursuit of such repair or restoration, such repair or restoration shall be completed as soon as is reasonably practicable. (2) the rent during the period of partial destruction or damage shall be wholly abated during the period that such partial destruction or damage to any portion of the premises renders the entire premises untenantable effective from the date of such partial destruction or damage, (3) the Government shall reoccupy the premises upon completion of such repairs or restoration and (4) the Government shall not be permitted to terminate this Lease as a result of such partial destruction or damages so long as the Lessor diligently commences to repair or restore and thereafter diligently and continuously pursues such repair or restoration to completion.

(c) In the event of a partial destruction or damage that renders a part of the premises untenantable, as reasonably determined by the Government, then (1) the Lessor shall, within one hundred twenty (120) days, diligently commence the repair or restoration of such portion of the leased premises to the condition in which such part of the premises existed before such destruction or damage and complete such repair or restoration within such one hundred twenty (120) day period by diligent commencement and continuous pursuit of such repair or restoration, or if such repair or restoration cannot be completed within such one hundred twenty (120) day period with diligent commencement and continuous pursuit of such repair or restoration, such repair or restoration shall be completed as soon as is reasonably practicable, (2) the rent during the period of partial destruction or damage shall be proportionately abated during the period that such part of the premises is untenantable effective from the date of such partial destruction or damage, (3) the Government shall reoccupy such part of the premises upon completion of such repairs or restoration and (4) the Government shall not be permitted to terminate this Lease as a result of such partial destruction or damage so long as the Lessor diligently and continuously pursues such repair or restoration to completion. Solely for purposes of determining the proportion of rent that shall be abated during such period of untenantability, any part of the premises that have not been rendered untenantable by such partial destruction or damage but the use of which by the Government is substantially related to and dependent upon the availability of such part of the premises that have been rendered untenantable by such partial destruction or damage shall be deemed to have been rendered untenantable for such period of untenantability.

(d) As soon as practicable after a partial destruction of damage to the premises, but in no event more than thirty (30) days thereafter, the Lessor shall provide to the Government a schedule and plans for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plans for repair or restoration of the premises, with the Government's approval not to be unreasonably withheld, conditioned or delayed.

(e) Nothing in this Lease shall be construed as relieving Lessor from liability for damage to or the destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.

(f) In the event of a fire or other casualty not caused by the Government, its employees, agents, contractors or invitees which renders all or a portion of the leased premises untenantable, but with respect to which the Lease is not terminated and the leased premises will be repaired and restored and the Government will reoccupy the damaged portion of the leased premises as provided in subparagraphs (b) or (c) above, Lessor, to the extent of insurance proceeds available therefor, will reimburse the Government, for reasonable moving and temporary relocation costs and expenses (which shall not include any rental expense to provide temporary space other than rental costs in excess of the rent abated as a result of the fire or other casualty, any costs to replace personal property damaged or destroyed as a result of the casualty or any costs to repair or restore the leased premises to the condition such space was in prior to the casualty, but shall include all other third party costs incurred by the Government to provide temporary replacement space for the tenant agency occupying the leased space until such space has been repaired and is again ready for Government occupancy) the Government may incur in connection with the casualty affecting the leased premises. To the extent such moving and temporary relocation costs exceed available insurance

proceeds, the Government shall have the option (to be exercised no later than six months following the re-acceptance of the leased space following the casualty) to extend the term of the lease for a number of days equal to (i) the amount of such excess costs, but in no event more than (b) (4) multiplied by the square footage of the leased premises, (ii) multiplied by 365. During such lease extension the total annual rent payable by the Government shall be equal to (b) (4) plus the amount of the base operating expenses as escalated to the date of such extension as provided in paragraph 20 of SFO 88-100 attached to and incorporated in the lease as amended by SLA No. 1 to the lease and subject to the understanding that the Government shall continue to be liable for its percentage share of real estate taxes for the building for such extension period. As part of its usual and customary insurance, Lessor will carry "extra expense coverage" or a similar type endorsement to its fire and casualty insurance policy in an amount of (b) (4) if and to the extent commercially available, which will be available to reimburse Lessor for various costs and expenses associated with the casualty, including reasonable moving and temporary relocation costs and expenses of the Government which it may incur in connection with a casualty affecting the leased premises.



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 3

DATE APR 10 1997

TO LEASE NO.  
GS-11B-40155

ADDRESS OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between,  
PARCEL, 49C LIMITED PARTNERSHIP,

whose address is  
c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon complete execution hereof, as follows:

See Continuation Pages 2 - 4 for the terms and provisions of this SLA No. 3.

OFFICE OF  
GENERAL COUNSEL  
APR 10 PM 2:25  
GSA HCR

All other terms and conditions of the lease shall remain in force and effect, except as specifically modified herein.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR PARCEL, 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, Its Management Agent

BY

(b) (6)

General Partner

(Title)

IN PRESENCE OF

(b) (6)

1250 Maryland Avenue, S.W., Washington, DC

(Address)

UNITED STATES OF AMERICA

BY

(b) (6)

Contracting Officer

(Official Title)

1. For purposes of determining the rent payable commencing on each of the fixed rent start dates, the total square footage of the leased space shall be divided equally by six. The following table illustrates the rent start dates and square footage of each of the phases for rent start purposes based on the total square footages leased by the Government as of the date of this SLA:

PHASE	RENT START DATE	SQUARE FOOTAGE
Phase I	July 1, 1997	89,189
Phase II	August 15, 1997	89,188
Phase III	October 10, 1997	89,188
Phase IV	November 19, 1997	89,188
Phase V	January 2, 1998	89,188
Phase VI	February 1, 1998	89,189
TOTALS		535,130

Rent shall be payable in the amount and as provided in this lease agreement beginning on the phase-by-phase rent start dates set forth in the table above. In the event the rent start date for any phase shall occur prior to the substantial completion of the phase by the Lessor and the acceptance thereof by the Government, the parties agree that pursuant to paragraph 25 of SFO 88-100 attached to and incorporated in the Lease, the Government shall be entitled to a reduction in the rental rate payable for such space during the period commencing on the rent start date for the particular phase and continuing through the date of substantial completion and acceptance of the phase in question in an amount equal to \$1.50 per square foot per annum. The Government acknowledges that its obligation to make the rental payments due under the lease begins on the dates set forth in the foregoing table for each of the phases, is absolute and unconditional in all events, and, as a contractual matter, is not subject to any setoff, defense, counterclaim, recoupment, deduction, abatement or any other right, except as may be provided General Clause 15, as amended pursuant to paragraph 10 of SLA No. 1 to this Lease.

2. The Lessor and the Government hereby agree and confirm that: (i) the lease required substantial completion and delivery date (hereinafter referred to as the "Substantial Completion and Delivery Date") for each phase shall initially be the same as the rent start date for that particular phase set forth in paragraph 11 of SLA No. 1 to the Lease; (ii) the Substantial Completion and Delivery Date for each phase shall automatically be extended by one day for each day the Government fails to provide to the Lessor design intent information for the phase in question (in form and content as required by Attachment C to SFO 88-100 attached to and incorporated in the Lease) in accordance with the design intent drawing delivery schedule set forth in paragraph 3 of SLA No. 1 to the Lease; (iii) the Substantial Completion and Delivery Date for each phase shall also be extended for any other delays caused by the Government in the design and construction process for that phase subject to and in accordance with the provision of paragraph 2 of the General Clauses (GSAP 3517) attached to and incorporated in the Lease; and, (iv) in no event shall the Substantial Completion and Delivery Date for any Phase be any sooner than forty-three (43) days following the Substantial Completion and Delivery Date of the prior phase.

As of the date of this SLA the Government acknowledges that it failed to provide the design intent information to the Lessor by the dates required by SLA No. 1 to the Lease for any of the phases. The Government acknowledges and agrees that the dates on which it contends it delivered the necessary design intent information for the various phases are as set forth in the table below. The Government acknowledges also that the Lessor contends that, as of the date of this SLA No. 3, the Government has not delivered design intent information for any phase of the leased space in form and content sufficient to satisfy the requirements of the Lease other than the first phase which the Lessor contends was delivered to the Lessor by the Government on March 26, 1997.

The table below sets forth the current position of the Government with respect to the extended Substantial Completion and Delivery Date ("SCDD" in the table) and the Government agrees that it shall be estopped for all purposes from asserting that the lease required Substantial Completion and Delivery Date for any phase is earlier than the date shown in the following table; the Government hereby acknowledges that the Lessor is relying on such representation and agreement in entering into and executing this SLA.

PHASE	SLA #1 DID DELIVERY DATE	EARLIEST DID DELIVERY DATE PER THE GOVERNMENT	+ DAYS	ORIGINAL SCDD	ADJUSTED SCDD (w/o 43 day interval maintained)	ADJUSTED SCDD (w/ 43 day interval maintained)
Phase I	2/8/96	08/12/96	186	07/01/97	01/03/98	n/a
Phase II	4/10/96	10/23/96	196	08/15/97	02/27/98	n/a
Phase III	5/15/96	11/06/96	175	10/10/97	n/a	04/11/98
Phase IV	6/24/96	12/10/96	169	11/19/97	n/a	05/24/98
Phase V	8/7/96	12/10/96	125	01/02/98	n/a	07/06/98
Phase VI	9/20/96	02/07/97	140	02/01/98	n/a	08/18/98

The Lessor and the Government hereby acknowledge and agree that the Lessor is reserving all of its rights to assert that the actual date the Government delivered the required design intent information for any or all of the phases is in fact a date which is later than the date the Government contends it delivered the design intent information as shown in the foregoing table and that therefore that the Substantial Completion and Delivery Date for any or all of the phases has been further extended beyond that shown in the foregoing table. The Government acknowledges by virtue of this SLA that the Lessor has not waived any of its potential claims for delay or equitable adjustment including, but not limited to claims for time, increased costs, changes in scope or changes in the sequence of construction.

3. The Lessor agrees, notwithstanding any other provisions with regard to schedule or dates: (i) to proceed with the construction documents design, base building construction, and tenant fit-up construction in a normal and orderly fashion from and after the date of this SLA; and (ii), subject to the orderly and timely receipt from the Government of all necessary design information, reviews, approvals and awards for each Phase of the tenant improvements, to design, construct, substantially complete and deliver the tenant improvements to Government as soon as completed. The Government agrees, notwithstanding any other provisions with regard to schedule or dates to timely provide to the Lessor all necessary design information, reviews, approvals and awards for each of the phases of the tenant improvements.

Solely for the information of the Government, and without imposing any liability or obligations on the Lessor with respect to the schedule for or timing of the delivery of the base building or any of the phases of the leased space, the Lessor shall prepare and provide the following schedule information to the Government on a monthly basis:

- i. For the Building shell and core, the Lessor shall provide a schedule which indicates major construction milestones, projected completion of major systems, and receipt of various permits; and
- ii. For each of the respective six phases of tenant improvements, following its submission of complete construction drawings for each phase to the Government,

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the Lessor shall provide a schedule (by days not dates until such drawings are approved and a notice to proceed is issued) indicating the major trade activities, projected dates for access by the Government for purposes of installation of data and telecommunications wiring, and expected substantial completion of the Phase.

4. It is understood and agreed that interim submission and review dates set forth in Rider No. 1 to the Lease are of no force and effect with respect to this Lease or the parties obligation hereunder.

5. To the extent actual substantial completion and delivery of any phase of the leased space occurs after the date set forth in the following table, except to the extent such delay results solely from Lessor's failure to comply with its obligations as described in this SLA No. 3, it is agreed that the Lessor shall be entitled to an equitable adjustment to compensate it for any actual increased costs which it incurs as a result of such extended time(s) of delivery. The mark-ups on such actual increased costs shall be the same as those allowed for other above SFO standard work in accordance with paragraph 6 of SLA No. 1 to the lease.

PHASE	DATE
Phase I	November 1, 1997
Phase II	December 15, 1997
Phase III	February 10, 1998
Phase IV	March 19, 1998
Phase V	May 2, 1998
Phase VI	June 1, 1998

6. The SLA has been entered into by the parties for the purpose of addressing questions of interpretation regarding the meaning and intent of various terms and provisions of the Lease as set forth in the Lessor's request for a Contracting Officer's Final Decision dated October 24, 1996, addressed in the Contracting Officer's Final Decision dated January 21, 1997, and at issue in the appeal of the Contracting Officer's Final Decision under GSBGA Appeal 14062 (the "Appeal"). Pending the substantial completion and delivery of all of the phases of leased space, the parties agree to suspend all proceedings under the Appeal. It is further agreed by the parties that prior to any claim for liquidated damages being asserted by the Government in accordance with paragraph 12 of SLA No. 1 to the Lease or any other provision of the Lease against the Lessor for failure by the Lessor to substantially complete and deliver all or any portion of the leased space by the lease required Substantial Completion and Deliver Dates, the Government shall notify the Lessor in writing of its intent to assert such a claim. Prior to the Government actually asserting such a claim, the parties shall jointly submit the matter to the GSBGA for Alternative Dispute Resolution under Rule 204(a)(2) and shall request Judge Goodman to serve as the Board Neutral to preside over such ADR proceeding.

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GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 4  
TO LEASE NO.  
GS-11B-40155

DATE JAN - 5 1998

ADDRESS OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between,  
PARCEL 49C LIMITED PARTNERSHIP

whose address is  
c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon complete execution hereof, as follows:

See attached continuation pages 2 - 5 for the terms and conditions of this SLA No. 4.

All other terms and conditions of the lease shall remain in force and effect, except as specifically modified herein.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, its General Partner

BY

(b) (6)

General Partner

(Title)

IN PRESENCE OF

(b) (6)

1250 Maryland Avenue, S.W., Washington, DC

(Address)

UNITED STATES OF AMERICA

BY

(b) (6)

Contracting Officer

(Official Title)

(Signature)

Issued to: (i) confirm the office and related space leased by the Government, together with the lease of the building parking garage; (ii) confirm the base annual rent, the percentage of Government occupancy and operating expense base; (ii) confirm certain agreements with respect to certain CPI increases on above SFO standard or "special" construction items and confirm the agreement by the Government to promptly pay amounts due in connection with above SFO standard or "special" tenant improvements; (iii) reflect a (b) (4) increase in the operating costs to be paid to the Lessor through an increase in the annual rental and the base for operating expense adjustments as a result of certain Government directed changes to the standard building lighting; (iv) reflect various agreements of the parties with respect to the operation of the building in which the leased space is located; (v) reflect the agreement by the Lessor and the Government on unit prices and the lease allowance quantities for tenant standard buildout items; and, (vi) reflect the granting of a license to the Government to allow the Government to install certain additional antenna's on the roof of the building; as follows:

A. Paragraphs 1, 2, 4 and 5 of SLA No. 1 to the Lease are hereby modified and restated in their entirety to confirm the space leased, including the space leased by the Government as a result of its exercise of the options set forth in paragraph 15 of SLA No. 1 to the lease and including the lease of the parking garage, the base annual rent for such space, to reflect the increase in operating costs outlined in the introductory paragraph of this SLA and the percentage of Government occupancy, as follows:

1. Amount of Space

The Lessor leases to the Government, and the Government agrees to lease, the following described premises:

(a) A total of 535,130 NUSF of office and related space consisting of 7,098 NUSF on the Maine Avenue level; 49,845 NUSF on the 12th Street Entrance Level; 44,067 NUSF on the Courtyard Level; 54,265 NUSF each on Levels 1 through 8, in the building known as Portals Building, Phase II, located at 445 12th Street, S.W., Washington, D.C. 20024. It is the intent of the Government that the Federal Communications Commission shall be the initial occupant of the leased space (this shall not in anyway alter the Government's rights under the General Clauses incorporated in this Lease, including but not limited to clauses 12 and 13 thereof); and

(b) Subject to each of the terms and conditions of Exhibit A attached hereto and incorporated herein, the entire parking garage in the building known as Portals Building, Phase II, located at 445 12th Street, S.W., Washington, D.C. 20024.

2. Rental Rate

The base annual rental shall be \$21,927,146.20 per annum, payable in equal monthly installments of \$1,827,262.18 in arrears. The base annual rent includes the following components:

(a) \$20,677,146.20 for the 535,130 NUSF on the Maine Avenue, 12th Street Entrance, and Courtyard Levels and Levels 1 through 8 (this includes the increase in the leased space and resulting increase in the base annual rent to reflect the Government's exercise of the options set forth in paragraph 15 of SLA No. 1) (the payment of this amount shall commence in accordance with paragraph 11 of SLA No. 1 to the Lease as implemented by the terms and conditions of SLA No. 3 to the lease); and

(b) \$1,250,000.00 for the use of the parking garage subject to the terms and provisions of Exhibit A attached hereto and incorporated herein.

38.64/SF

The portion of the base annual rental set forth in paragraph 2(a) above shall escalate for increases in operating costs as provided in paragraph 5 below; the portion of the base annual rent set forth in paragraph 2(b) above shall escalate each year during the term of the lease as provided in Exhibit A attached hereto and incorporated herein.

4. Tax Adjustment

The Government's percentage of occupancy for determining its percentage share of any increases in real estate taxes is established as 98.29%. This includes the proportional adjustment to reflect the increase in the leased space as a result of the Government's exercise of all of the options set forth in paragraph 15 of SLA No. 1 and the Government's leasing of the parking garage.

5. Operating Costs

The base rate for operating cost adjustments is established as (b) (4) or the twelve (12) month period beginning June of 1993. This includes the proportional adjustment to reflect the increase in the leased space as a result of the Government's exercise of all of the options set forth in paragraph 15 of this SLA. Immediately upon commencement of the lease, and each year thereafter, the Government shall pay adjusted rent for changes in the cost of services in addition to the base rental amount set forth in paragraph 2 above in accordance with the base rate. For purposes of calculating the adjustment for operating costs in accordance with paragraph 20 Operating Costs, "the index figure published for the month prior to rent commencement date" shall mean the index figure published for May of 1993. No adjusted rent for operating costs shall be due, or interest thereon payable, for any period prior to rent commencement dates as determined in accordance with SLA No. 1 and confirmed by SLA No. 3.

B. Paragraph 6 of SLA No. 1 to the Lease provided that pricing for certain above SFO standard or "special" tenant improvement work would be adjusted from that originally proposed by the Lessor and accepted by the Government, to reflect changes in the Consumer Price Index. With respect to the agreed pricing for such above SFO standard or "special" tenant improvement work, the parties agree that with respect to all cost and pricing proposals not settled as of August 1, 1997, no Consumer Price Index adjustment shall be made to such pricing and the original pricing without any increases or adjustments shall be effective.

Prior to the date of this SLA, the Lessor has carried out certain above SFO standard or "special" tenant improvement work. As at December 31, 1997, the amount owed by the Government to the Lessor as set forth on Exhibit B attached hereto for such above SFO standard work is \$12,915,938.57. In addition, the Government owes the Lessor \$2,144,992.00 for architectural and engineering services provided by The Harris Design Group in accordance with the Government's April 19, 1996 award letter. The Government hereby agrees to pay to the Lessor \$15,060,930.57 plus a per diem of \$4,811.13 for each day after December 31, 1997 until such amount is paid, by wire transfer to be received by the Lessor by no later than January 30, 1998 in full satisfaction of the foregoing amounts. In the event such payment is not received by Lessor by January 30, 1998 (or in the event the Government shall fail to promptly and timely make any subsequent payment(s) due to the Lessor on account of above SFO standard or "special" improvements), then the Lessor and Government shall automatically be deemed to have agreed to amortize such unpaid amount through additional monthly rental payments in arrears over the then remaining term of the lease at an amortization rate of 11.5%. With respect to such \$15,060,930.57 payment, the additional monthly rent payments which would be due from the Government in the event it fails to make the payment thereof by January 30, 1998 will be \$161,414.82 commencing with the rent payment due February 2, 1998. In the event the Government becomes obligated to make additional monthly rental payment as provided in this paragraph, such additional rental payments shall not be subject to any setoff, abatement, discount, defense, counterclaim, recoupment or



deduction by the Government for any reason, including, but not limited to a fire or other casualty which renders all or any portion of the leased premises untenable, but which does not result in the termination of the Lease, and the payment of such additional annual rental payments shall be absolute and unconditional in all events. In the event of a fire or other casualty which results in a termination of the lease in accordance with the lease terms, the Government shall elect by written notice to the Lessor given not later than thirty (30) days following the casualty either to (i) make a lump-sum payment to the Lessor equal to the unamortized balance of the amount being amortized by such additional monthly rent payments which lump-sum payment shall accompany such written notice, or (ii) to continue monthly payments in the amounts determined in accordance with this paragraph for a term equal to the remainder the lease term prior to the termination of the lease as a result of the fire or other casualty. In the event the Government fails to provide the aforesaid notice or make the required payment within the thirty (30) day time frame as provided in the previous sentence it shall be deemed to have elected to continue the monthly payments as provided in clause (ii) of the previous sentence.

C. The Government, subject to the right of the Lessor and its employees, agents and contractors to have access to the building at all times, shall have the right to control access to the Building in which the leased space is located from the 12th Street Entrance. In addition, the Government shall have the right to place guards and electronic asset protection sensors at the Maine Avenue Entrance and the Courtyard Level Entrance to the Building, but in no event shall the Government require any person wishing to access the Courtyard (from Maine Avenue), Maine Avenue (from the Courtyard Level) or the food services areas on the Courtyard Level of the Building from either the Courtyard Entrance or Maine Avenue Entrance, to display any identification, sign in or satisfy any other requirement as a condition of entering the Building.

D. Paragraph 7 of SLA No. 1 to the Lease required the Lessor and the Government to renegotiate the Unit Prices for Adjustments with respect to certain standard tenant buildout items. Set forth in the table below are the renegotiated and agreed unit prices, as well as the agreed lease allowance quantities for each item (with respect to wood blocking in standard office, coiling high partitions, the parties have agreed to delete the unit price for this item and have also agreed that no allowance quantity is to be provided by the Lessor):

UNIT COST ITEM	LEASE QUANTITIES	PROPOSED AGREED PRICE
C/HI PARTITIONS		(b) (4)
DUPLEX WALL		
DUPLEX FLOOR		
FOURPLEX WALL		
FOURPLEX FLOOR		
ISOLATED FOURPLEX WALL		
ISOLATED FOURPLEX FLOOR		
TELEPHONE WALL		
TELEPHONE FLOOR		
DATA OUTLET		
A/V OUTLET		
INTERIOR DOOR		
VCI		

UNIT COST ITEM	LEAST QUANTITY	PROPOSED/ AGREED PRICE
CARPET		(b) (4)
S/S STC 45 PARTITION		
CUTTING RAISED FLOOR		
DEDICATED WALL DUPLEX		
DEDICATED FLOOR DUPLEX		
LIGHT SWITCH		
3-WAY LIGHT SWITCH		
It is understood that as part of the initial tenant buildout standard light switches in building standard partitioning are included as part of the tenant improvements which the Lessor is to provide as part of the base annual rent and at no additional cost to the Government.		

In the event of any conflict between the terms of the original lease agreement and the foregoing table, the foregoing table shall control.

B. The Lessor hereby grants to the Government a license to install two additional antennas on the roof of the building. The license fee for such antennas shall be deemed included in the annual rental set forth in Paragraph A above. For any additional antennas, the Government shall pay the Lessor an annual license fee to be mutually negotiated by the Lessor and the Government for the right to install and maintain such antennas, which fee shall be payable in equal monthly installments in arrears. The Government agrees to abide by all rules and regulations promulgated by Lessor with respect to its use of and access to the roof and it is understood and agreed that access to the roof shall only be provided to the Government, its employees, agents and contractors upon notice to and when accompanied by a representative of Lessor.

EXHIBIT A TO SLA No. 4 to LEASE GS-11B-40155Terms and Conditions for Lease of the Parking Garage

Page 1 of 6

Space Leased:

The right to use and control the parking areas located on the Maine Avenue, and the C-2 and C-3 Levels in the building in which the leased space is located (the "Building"), subject to the terms and conditions set forth herein and subject to the continuing rights of use and access of the Lessor. The Government, or its agents, will be responsible for the operation of the entire parking garage in the Building.

The Government may use the parking areas only for the purpose of parking cars. The Government may not use, and may not permit others to use, any of these areas for the storage of any materials or for non-parking purposes.

Commencement Date/Lease Term:

The lease of the parking garage area shall commence January 1, 1998 and shall be co-terminus with the term of the Lease.

Base Rent/Annual Escalations:

\$1,250,000.00 per annum payable in monthly installments as provided in SLA No. 4 to the Lease. The base rent for the use of the parking garage shall be increased annually by the greater of: (i) an amount equal to 5.0% multiplied by the annual rent for the parking garage for the prior year, or (ii) the amount determined if the increases in the annual rent for the parking garage are calculated based on an annual percentage increase equal to 125% of the annual increase in the CPI and, if any given year, the cumulative increase in the annual rent for the parking garage using such methodology exceeds the cumulative increase based on the minimum 5% annual adjustment provided in the preceding clause. The annual adjustment to the rent for the parking garage shall be made each year during the term of the lease on the anniversary of composite lease commencement date.

Taxes and Other Impositions:

The Government shall be responsible for any parking taxes or other impositions which may be imposed by the District of Columbia in connection with the use or operation of the parking garage.

Interim Initial Occupancy:

Prior to the completion of all of the tenant improvements within the Building:

- (i) The Government shall receive an abatement of the following portions of the base rent for the parking garage until the earlier of either (a) the substantial completion (or the date the space in question would have been substantially complete but for any Government directed stop work orders or changes which delay substantial completion following the

Lessor  Gov't 

**EXHIBIT A TO SLA No. 4 to LEASE GS-11B-40155**  
**Terms and Conditions for Lease of the Parking Garage**  
**Page 2 of 6**

Government's issuance of the Notice to Proceed) or (b) the "turnover" to the Government for its installation of systems furniture and/or equipment of:

Phase 1 Tenant Improvements	100%
Phase 2 Tenant Improvements	75%
Phase 3 Tenant Improvements	50%
Phase 4 Tenant Improvements	25%
Phase 5 Tenant Improvements	15%

- (ii) The Lessor, and its contractors, shall have the right to use portions of the garage which the Lessor determines, in its sole reasonable judgment, may be necessary for its contractors and others to complete the tenant work. Such areas may be used for purposes which include, but are not limited to, the orderly storage of material, temporary work and office areas, tools storage and staging. In addition, the Lessor's contractors may utilize, until final completion of the initial improvements, a minimum of 150 parking spaces for its workers, contractors, and staff to facilitate the orderly construction of the improvements for the Government's benefit, without payment to the Government or its agents. The Lessor and its contractors shall be responsible for the trash and material removal for its reserved areas under this paragraph. Notwithstanding the foregoing from and after the completion of the Phase 1 tenant improvements, the Government shall have access to a minimum of 100 parking spaces for its own use.
- (iii) The Government shall be responsible for the cost of utilities and the maintenance of the parking areas commencing at the time of substantial completion of Phase 3 of the tenant improvements.

**Reserved Spaces and Area:**

Lessor shall retain the right to unencumbered access and exclusive use of thirteen (13) assigned, non-tandem spaces in the locations as shown on Schedule 1 to this Exhibit A to SLA No. 4.

In addition, Lessor shall be entitled to ten (10) general monthly permits with full access rights, without restriction, without payment to Government or its agents. If spaces in the Garage are generally assigned, then such additional ten permits shall be granted as assigned non-tandem spaces to be located as shown on Schedule 1 to this Exhibit A to SLA No. 4.

Lessor  Gov't 

**EXHIBIT A TO SLA No. 4 to LEASE GS-11B-40155**  
**Terms and Conditions for Lease of the Parking Garage**  
**Page 3 of 6**

The Lessor's right to use of the parking spaces as provided above shall be subject to reasonable security procedures which may be implemented by the Government in connection with its operation of the garage, provided such security procedures do not preclude access to the garage 24 hours per day, seven days per week.

Areas which are enclosed as storage spaces, mechanical and building equipment areas shall not be considered as parking areas for purposes of Government use or control.

Lessor shall have the unencumbered and unfettered right, without any adjustment in payments to the Government, or its agents, to utilize any portion of the Garage levels or ramps thereto on a temporary basis for non-parking purposes in connection with the operation and maintenance of the Building so long as such use does not materially affect the parking spaces or access thereto.

**Vertical Clearance**

The Government acknowledges that the general vertical clearance within the parking facility shall be limited to vehicles with less than a maximum 6'8" height. With the exception of a limited portion of the facility which has handicapped van accessibility from Maine Avenue, the Government agrees to limit access so as not to damage the Building or its systems.

**Non-Governmental Use:**

**Adjacent Portals Occupants Use:**

If during the course of this Agreement, the Lessor requests that the Government provide monthly permits to the Lessor for use of Government employees, contractors, vendors, or consultants who are tenants or employees of tenants at any of Portals Building One then:

- (i) The Government agrees to make available up to 150 monthly permits upon request; provided; however, that requests for additional permits not previously allocated (or previously allocated, then relinquished) shall only become available as of the January 1, May 1 or September 1 next following such request (provided that such requests must be made at least 30 days prior to such availability dates). It is understood that the number of permits used under this provision may increase or decrease from time to time as circumstances dictate, but in all events shall not exceed 150;



Lessor  Gov't 

EXHIBIT A TO SLA No. 4 to LEASE GS-11B-40155

## Terms and Conditions for Lease of the Parking Garage

Page 4 of 6

- (ii) The Lessor, at its sole option, may either pay the charge for such spaces or allow such designated individuals to pay the Government directly the charge for such spaces;
- (iii) The charge for such spaces shall be the higher of the rate paid by FCC employees for such spaces or the monthly permit rate charged at the parking garage in Portals Building One.
- (iv) The use of the parking spaces as provided above shall be subject to reasonable security procedures which may be implemented by the Government in connection with its operation of the garage, provided such security procedures do not preclude access to the garage 24 hours per day, seven days per week.

Retail Tenants' and Customers' Use:

If the Government elects to make any spaces available to the general public or other visitors to the FCC, then the Government agrees that it shall also provide parking availability for use by retail customers at market rates and for after-hours use, to the extent reasonably supported by utilization demand from time-to-time. In such event, the Government agrees to cooperate with Lessor in providing such public parking to encourage the utilization and vitality of the retail component of the Building and the Portals complex.

Anti-Dumping Provision:

The Government agrees not to provide parking to non-Government employees at rates lower than prevailing market rates without the express prior written permission of the Lessor. In order to enforce such provision:

- (i) The Government shall agree to provide the Lessor with a proposed rate schedule and terms for its prior approval;
- (ii) The Government shall not allow such rates to be in effect until Lessor has granted such approval in writing; and
- (iii) Lessor agrees not to unreasonably withhold or delay such approval.

Government Maintenance:

At its sole expense and responsibility, the Government shall be responsible for maintenance, replacement, and repair of:

- (i) All light fixtures, including replacement of all bulbs and ballasts on entrance ramps and within the parking and related open areas (except in mechanical, elevator equipment rooms,

Lessor

Gov't

**EXHIBIT A TO SLA No. 4 to LEASE GS-11B-40155**  
**Terms and Conditions for Lease of the Parking Garage**  
**Page 5 of 6**

or other closed areas where Lessor has restricted access);

- (ii) All exposed surfaces within the Garage, and access ramps thereto; this shall include all sweeping and mopping, trash removal, and periodic steam cleaning;
- (iii) All striping, directional signage, painted surfaces, rails, bumpers and other guards and barriers, and parking equipment and booths;
- (iv) All internal and perimeter security measures, equipment, charges, and/or costs;
- (v) All fire suppression, alarm, and exhaust fans and controls serving the parking levels and entrance ramps; and
- (vi) All hardware, doors, and frames leading to and from the street entrances, elevator lobbies, exit stairways and other passages serving the Garage areas.

**Utility Charges:**

Government shall pay for utility costs for all lighting, incidental power, and HVAC consumption charges in connection with the garage.

**Elevators and Elevator Lobbies:**

Government shall be responsible for the cleaning and maintenance of all elevator lobbies on the parking levels. If requested by the Government, the Lessor shall provide such cleaning and maintenance as an additional service under the lease.

Lessor shall be responsible for normal and customary maintenance of elevators and payment of utility charges for the normal operation of the elevator equipment.

**Graphics & Signage:**

The Government shall have the right, at the Government's sole expense, to install directional and parking space identification signage within areas so long as (i) this signage does not interfere with access; and (ii) the Lessor shall have the right to approve any signage to be attached to the structure. The Government shall submit in writing all such proposed signage for prior approval to the Lessor.

Exterior signage shall be installed only within the sign band area designated by Landlord. The signage shall be "back lighted" signage with only the lettering cutouts being of a material which is different

EXHIBIT A TO SLA No. 4 to LEASE GS-11B-40155

## Terms and Conditions for Lease of the Parking Garage

Page 6 of 6

from the sign band material as established by Lessor. Exterior signage shall be subject to Lessor's sole approval. All such signage work, including the material for the sign bank, shall be performed solely by Lessor and/or Lessor's contractors at the Government's sole expense.

Parking Equipment:

The Government shall be responsible for the installation of all parking equipment and booths.

Miscellaneous Provisions:

Lessor and its employees, agents, and contractors shall have access to the Garage levels and appurtenant areas in the Building without restriction but subject to the reasonable security requirements of the Government for maintenance and operation of the Building as necessary for such maintenance and operations activities. Such access shall include the right, without payment to the Government to restrict access to certain portions of the garage from time-to-time, upon reasonable notice and with reasonable coordination with the Government, except in the event of emergencies requiring immediate attention.



(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)



Statement Date: 12/18/97  
Interest Through: 12/31/97

**ARCEL 49C LIMITED PARTNERSHIP**

General Services Administration

Lease No. GS-11B-40155

**CC Tenant Improvement Revolving Account Monthly Statement**

Date of Invoice	Description	Invoice Amount	Paid on Account	Unpaid Balance	Accrued Interest 8.750%	Total Due
06/15/95	Specials design	(b)	(5)	(b)	(7)	(F)
05/20/96	Enhanced floor loading design (reference room)	(b)	(5)	(b)	(7)	(F)
06/07/96	HVAC Changes & Upgrades	(b)	(5)	(b)	(7)	(F)
06/07/96	Emergency Generator Design	(b)	(5)	(b)	(7)	(F)
06/19/96	Enhanced floor loading design (reference room)	(b)	(5)	(b)	(7)	(F)
10/09/96	Structural upgrades for enhanced floor loading	(b)	(5)	(b)	(7)	(F)
10/16/96	Design for CY Entrance Relocation	(b)	(5)	(b)	(7)	(F)
10/17/96	Design for Handicapped Lifts	(b)	(5)	(b)	(7)	(F)
10/17/96	Design for Depressed Slab in Comm. Mtg. Room	(b)	(5)	(b)	(7)	(F)
01/14/97	HVAC Changes & Upgrades	(b)	(5)	(b)	(7)	(F)
01/14/97	Structural Upgrades - CY Reference File Room	(b)	(5)	(b)	(7)	(F)
01/14/97	Handicapped Lifts - Slab/Stair Modifications	(b)	(5)	(b)	(7)	(F)
01/14/97	Emergency Generator Design	(b)	(5)	(b)	(7)	(F)
01/14/97	Depressed Slab in Comm. Mtg. Room	(b)	(5)	(b)	(7)	(F)
02/20/97	Structural upgrades for enhanced floor loading	(b)	(5)	(b)	(7)	(F)
02/27/97	Satellite Voice Data Communications System	(b)	(5)	(b)	(7)	(F)
04/23/97	Structural upgrades for enhanced floor loading	(b)	(5)	(b)	(7)	(F)
04/23/97	Structural upgrades for 7th Floor CIB Room	(b)	(5)	(b)	(7)	(F)
04/23/97	Telephone Service Conduit Relocation	(b)	(5)	(b)	(7)	(F)
04/23/97	Satellite Voice Data Communications System	(b)	(5)	(b)	(7)	(F)
06/25/97	Phase I DID Review	(b)	(5)	(b)	(7)	(F)
06/25/97	Telephone Service Conduit Relocation	(b)	(5)	(b)	(7)	(F)
06/26/97	Satellite Voice Data Communications System	(b)	(5)	(b)	(7)	(F)
06/27/97	Emergency Generator Systems	(b)	(5)	(b)	(7)	(F)
06/27/97	Upgraded Elevator Service	(b)	(5)	(b)	(7)	(F)
08/19/97	Satellite Voice Data Communications System	(b)	(5)	(b)	(7)	(F)
08/19/97	CY Level Entrance Relocation	(b)	(5)	(b)	(7)	(F)
08/19/97	Emergency Generator Systems	(b)	(5)	(b)	(7)	(F)
08/19/97	HVAC Changes & Upgrades	(b)	(5)	(b)	(7)	(F)
08/19/97	MDF Conduit/Pull Boxes	(b)	(5)	(b)	(7)	(F)



General Services Administration  
National Capital Region  
Washington, DC 20407

FILE COPY Pg. 2

APR 10 1997

Mr. Steven A. Grigg  
Parcol 49C Limited Partnership  
c/o Republic Properties Corporation  
Suite 800  
1280 Maryland Avenue, SW  
Washington, DC 20024

RE: Lease No. GS-11B-40155

Dear Steve,


On this date, we have executed SLA No. 3 to the referenced lease, which indicates in part that the lessor does not acknowledge that the Government has delivered its design intent drawings by the dates contended by the Government, indicated in item 2 of said SLA. Since the Government contends that it fully complied with the design intent requirements for all phases, in the interest of cooperation and bringing the construction of the building to fruition at its earliest possible moment, please indicate those areas of claimed deficiency in the Government's design intent submissions as soon as possible.

The Government will then respond to your reply, whether or not it agrees that they are truly deficiencies in the prior design intent submissions.

Additionally, please note that the Lessor has not initialed pages 2-4 of each copy of the SLA. I have initialed for the Government on both copies being returned to you. I am requesting that you return to my office 1 set of pages 2-4 with original Lessor initials, which I will then insert into the Government's official copy.

Please call me if you have any questions.

Sincerely,

  
Anthony Pagonis  
Property Acquisition and  
Realty Services Division

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO: 1  
TO LEASE NO.  
GS-11B-40155

DATE  
May 26, 1998

Page 1

ADDRESS OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between,  
PARCEL 49C LIMITED PARTNERSHIP

whose address is

c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 26, 1998, as follows:

This SLA is issued to confirm that as of May 1, 1998 for the rent payment due June 1, 1998 and subsequent therefor the total monthly rent payable pursuant to the lease agreement is \$2,108,572.44 (without regard to any credit for vacant space) of which \$260,828.76 represents additional rent payable by the Government on account of Government directed improvements in accordance with the terms and provisions of Section B to SLA No. 4 to the Lease. The amounts being amortized pursuant to Section B of SLA No. 4 to the Lease through the payment of rent are as set forth on Exhibit A to this SLA No. 5. This amount is subject to increase in accordance with Section B of SLA No. 4 to the extent the Government causes additional amounts to be amortized through the payment of additional rent.

*Handwritten:* Due to the Government

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, its General Partner

BY

(b) (6)

Steve Grigg, General Partner

(Title)

IN PRESENCE OF

(b) (6)

1250 Maryland Avenue, S.W., Washington, DC

(Address)

UNITED STATES OF AMERICA

BY

(b) (6)

Robert G. Roop

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 6  
TO LEASE NO.  
GS-11B-40155

DATE  
6/1/98

ADDRESS OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between,  
PARCEL 49C LIMITED PARTNERSHIP

whose address is

c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government,

WHEREAS, the parties hereto desire to amend the above Lease,

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon complete execution hereof, as follows:

See Continuation Pages 2-3 of this SLA for the terms and provisions of this SLA No. 6

(Any rental or other amounts increased by the  
Terms of this SLA shall be effective on a  
prospective basis only.)

89 / 2007

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, its General Partner

BY

(b) (6)

General Partner

(Title)

IN PRESENCE

(b) (6)

1250 Maryland Avenue, S.W., Washington, DC

(Address)

(Signature)

UNITED STATES OF AMERICA

BY

(b) (6)

Contracting Officer

(Official Title)

ROBERT G. ROOP (Signature)

Statement Date:

05/01/98

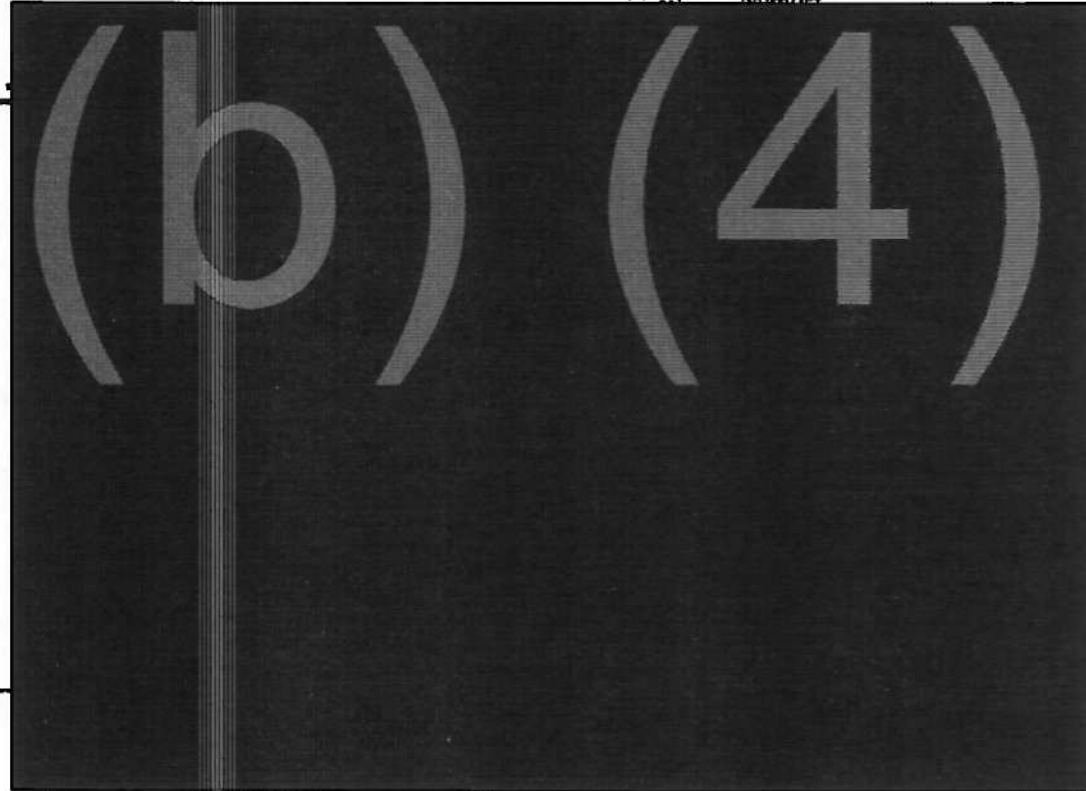
PARCEL 49C LIMITED PARTNERSHIP

General Services Administration

Lease No. GS-11B-40155

Government Directed Improvements - Statement of Amounts Amortized

Date of Invoice	Date Due	Description
12/31/97	01/30/98	Tenant Work - Per SLA No. 4
01/16/98	02/15/98	Tenant Work - Phase I - Invoice #2
01/16/98	02/15/98	Tenant Work - Phase IIA - Invoice #1
01/16/98	02/15/98	Tenant Work - Phase IIB - Invoice #1
01/16/98	02/15/98	Tenant Work - Phase III - Invoice #1
02/27/98	03/29/98	Light Fixture Upgrades - Invoice #3
02/27/98	03/29/98	Carpet Tile Upgrades - Invoice #2
02/27/98	03/29/98	Tenant Work - Phase IIB - Invoice #2
02/27/98	03/29/98	Tenant Work - Phase III - Invoice #2
02/27/98	03/29/98	Telecommunications Cabling - Invoice #1
02/27/98	03/29/98	Payment on Account
03/11/98	04/10/98	Tenant Work - Phase IV/V - Invoice #1
03/18/98	04/17/98	Tenant Work - Phase IIB - Invoice #3
03/18/98	04/17/98	Tenant Work - Phase III - Invoice #3
03/18/98	04/17/98	Tenant Work - Phase IV/V - Invoice #2
Total		



12/25/98

Pg. 24

for above SFO-standard tenant improvements shall be reimbursed to Lessor on a time and materials basis. Following substantial completion of the entire leased space, the Lessor may submit a proposal for on-going operation, maintenance and repair costs for additional above SFO-standard improvements not included as part of its original proposal for which the Lessor believes an adjustment to the annual base rent and base rate for operating expenses, rather than time and material plus fee, is the proper basis to address ongoing costs for such above SFO-standard items. To the extent any above SFO-standard tenant improvements (except those identified in Paragraph C below) require replacement during the term of the Lease, then upon authorization by the Government such items shall be replaced by the Lessor as other above SFO-standard work in accordance with Paragraph 6 of SLA No. 1 at the Government's cost.

C. The base annual rent has been increased to account for operating, maintenance, repair and replacement costs, and utility costs for the following above SFO-standard tenant improvements:

<u>Item</u>	<u>Quantity</u>	<u>Location</u>
Chiller #3	1	Penthouse
Heat Exchangers	2	Penthouse
Cooling Towers #5 & #6	2	Penthouse
Circulating Pumps #4 - #6, #10 - #14, #19, #20, #22, #23	12	Penthouse
Drycoolers	4	
Supplemental A/C Units (ACUs)	20	1st Floor (7); Maine (2); 7th Floor (5); CY (3); M-1 (2); M-2 (1)
Supplemental A/C Units for Wire Closets throughout building (EACs)	56	Various
Heat Recovery Units (HRUs)	4	Penthouse
Air Handling Units (AHUs)	15	Conf. Rms - Various Floors (8); 12th Street (3) 8th Floor (4)
Fan Coil Units (FCUs)	29	CY (17); 12th Street (12)
Emergency Generator	1	Penthouse
Solids Separators	3	Penthouse
Exhaust Fans	18	Various
Supply Fans	3	Various
Electric Duct Heaters (EDHs)	25	Various
Humidifiers	2	Various



issued to: (i) an increase in the operating costs to be paid to the Lessor through an increase in the base annual rental and the base for operating expense adjustments as a result of certain Government directed changes to the leased premises and the building in which they are located; (ii) confirm the base annual rent, the percentage of Government occupancy and operating expense base and (iii) confirm the agreements with respect to operations, maintenance, repairs, replacements and utilities with respect to above SFO standard improvements; as follows:

A. Paragraphs 2 and 5 of SLA No. 1 to the Lease are hereby modified and restated in their entirety to confirm the base annual rent for such space and to reflect the increase in operating costs outlined in the introductory paragraph of this SLA, as follows:

## 2. Rental Rate

The base annual rental shall be \$22,562,670.15 per annum, payable in equal monthly installments of \$1,880,222.51 in arrears. The base annual rent includes the following components:

(a) \$21,312,670.15 for the 535,130 NUSF on the Maine Avenue, 12th Street Entrance, and Courtyard Levels and Levels 1 through 8; and

(b) \$1,250,000.00 for the use of the parking garage subject to the terms and provisions of Exhibit A attached hereto and incorporated herein.

The portion of the base annual rental set forth in paragraph 2(a) above shall escalate for increases in operating costs as provided in paragraph 5 below; the portion of the base annual rent set forth in paragraph 2(b) above shall escalate each year during the term of the lease as provided in Exhibit A attached to SLA No. 4 to the lease. In addition to the foregoing base annual rent as escalated, the Government is obligated to pay additional rent to amortize the cost of various Government directed improvements to the leased space and the building in which the leased space is located in accordance with Section B of SLA No. 4 to the lease.

## 5. Operating Costs

The base rate for operating cost adjustments is established as \$5,746,460.95 for the twelve (12) month period beginning June of 1993. Immediately upon commencement of the lease, and each year thereafter (such adjustments to be implemented and effective as of June 1 of each year during the term of the lease), the Government shall pay adjusted rent for changes in the cost of services in addition to the base rental amount set forth in paragraph 2 above. For purposes of calculating the adjustment for operating costs in accordance with paragraph 20 Operating Costs, "the index figure published for the month prior to rent commencement date" shall mean the index figure published for May of 1993. No adjusted rent for operating costs shall be due, or interest thereon payable, for any period prior to rent commencement dates as determined in accordance with SLA No. 1 and confirmed by SLA No. 3.

B. With respect to above SFO-standard tenant improvements, the Lessor hereby agrees to be responsible for the repair and maintenance of such improvements incorporated in the leased space as provided in this paragraph B. In consideration of the Lessor agreeing to accept such responsibility, it is understood and agreed that the Government will reimburse the Lessor for the costs of undertaking such maintenance and repair work, either on a time and materials plus fee basis or through an increase in the base annual rent and base rate for operating expenses hereunder. Paragraph C below sets forth a listing of the above SFO-standard equipment to be operated, maintained and repaired by Lessor, the cost of which has being added to the base annual rent and the base rate for operating expense adjustments by the terms of this SLA. To the extent not specifically included in paragraph C below, the cost for any repair and maintenance work

or impeding use of the building loading docks, then upon ten (10) days additional notice to the Government, the Government shall promptly adjust the foregoing loading dock access control and sign in procedures as reasonably directed by the Lessor.

5. Parking Garage

- Use of all parking spaces in the garage is subject to reasonable security measures provided such security measures do not preclude access to the garage 7 days per week, 24 hours per day. All persons entering the garage must have made prior arrangements for access through the FCC security office or otherwise possess a valid FCC-issued parking permit and garage access card. A guard booth will be installed at the Government's cost and expense at both the Maine Avenue and 12th Street alley garage entrance/exits.

6. Lessor Employee, Contractors and Agents

- Employees, contractors and agents of the Lessor possessing valid Lessor issued building identification shall not be subject to sign in or other access control procedures and shall have full access to the building and the leased premises; provided, the Government reserves any and all of its rights under the Lease including those specified in Paragraphs 80 and 81 thereto. Further, the Lessor and its employees, contractors, and agents, shall have the right at all times to receive deliveries at either Building loading dock.

7. General Provisions

- Notwithstanding anything to the contrary contained herein, the Lessor reserves the right to take any and all reasonable actions to respond to emergency situations in the Building.

4. Building Loading Docks

- The Government may equip the building loading docks with magnetometers and x-ray equipment, with at least one guard to be stationed at each loading dock to monitor deliveries to the building. The location of all access control equipment shall be subject to the Lessor's review and approval. Upon arrival at the loading dock, a Government access control guard will validate the delivery company's shipment before permitting the delivery person access to the building to complete the delivery. The Government will have the right to inspect all delivered goods through use of the x-ray machines and magnetometers and, where necessary, reasonably physical inspection of the contents of delivered goods.
- The Government shall have the right to request that all persons making deliveries to the building entrance show a photo ID, sign-in, and be issued a temporary badge as part of the access control procedures allowed in accordance with the terms and provisions of this Exhibit A to SLA No. 7.
- The Lessor shall establish hours when the loading docks will be open to receive deliveries. Once established, the Lessor agrees to give the Government thirty (30) days prior written notice of any change of the open hours of the building loading docks. Further, the Government shall be given not less than two hours notice of any non-Lessor related delivery (see paragraph 6 below) which is to take place outside of the open hours of the loading dock in question.
- The Government will insure that all persons making deliveries to the building will not be unreasonably delayed by the foregoing access control and sign in procedures. The Government will be responsible to adjust staffing and procedures as necessary to insure that traffic through the building loading docks is reasonably accommodated. In the event the Lessor determines that the foregoing loading dock access control procedures are delaying or impeding the use of the building loading docks, the Lessor shall give the Government notice and fifteen (15) days opportunity to cure. If the Lessor thereafter reasonably determines that such access control procedures are still delaying

procedures. The Government will be responsible to adjust staffing and procedures as necessary to insure that traffic through the Courtyard Level public entrances is reasonably accommodated. In the event the Lessor determines that the foregoing Courtyard Level public entrance access control procedures are delaying or impeding the use of the Courtyard Level public entrance, the Lessor shall give the Government notice and fifteen (15) days opportunity to cure. If the Lessor thereafter determines that such access control procedures are still delaying or impeding use of the Courtyard Level public entrance, then upon ten (10) days additional notice to the Government, the Government shall immediately discontinue the foregoing Courtyard Level public entrance access control and sign in procedures.

3. 12th Street Entrance

- The 12th Street entrance is reserved for FCC personnel and visitors to the leased space. The Government shall have the right to control access to the building at this entrance. The 12th Street entrance will be equipped with upright magnetometers and x-ray equipment, with at least one guard to be stationed at this entrance to monitor pedestrian traffic.
- All persons entering the building at the 12th Street entrance will be subject to passage through the magnetometer, and all packages, briefcases, etc. will be subject to the x-ray equipment, and, if necessary, physical inspection of their contents.
- The access control guards shall have the authority to reasonably stop and question any suspicious persons, including inspection with a hand held magnetometer.
- The Government shall have the right to request that all visitors to the building using the 12th Street entrance show a photo ID, sign-in, and be issued a temporary badge when entering the 12th Street entrance.

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 7

DATE

6/4/98

TO LEASE NO.

GS-11B-40155

ADDRESSES OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between,  
PARCEL 49C LIMITED PARTNERSHIP

whose address is

c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said  
Lease is amended, effective upon complete execution hereof, as follows:

See Continuation Pages 2-8 of this SLA for the terms and provisions of this SLA No. 7

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, its General Partner

BY

(b) (6)

General Partner

(Title)

IN PRESENCE

(b) (6)

1250 Maryland Avenue, S.W., Washington,

(Address)

UNITED STATES OF AMERICA

BY

(b) (6)

Contracting Officer

(Official Title)

Page 1

This SLA No. 7 is issued: (i) to reflect the leasing of additional space on the Courtyard Level of the building by the Government, and (ii) to grant to the Government the right to implement various access control measures with respect to certain entrances and the loading docks at the building in which the leased space is located (the "Building"), as follows:

A. Paragraph 1, 2, 4 and 5 of SLA No. 1 to the Lease, as previously amended by SLA No. 4 and SLA No. 6 to the Lease, are hereby modified and restated in their entirety to confirm the space leased, including an addition as previously amended by SLA No. 1 to the Lease, 450 NUSF leased by the Government pursuant to the terms of this SLA No. 7 on the Courtyard Level of the building to assist the Government in implementing its desired access control measures, to confirm the base annual rent for such leased space, and to confirm the Government's percentage of occupancy and base operating costs, as follows:

1. Amount of Space

The Lessor leases to the Government, and the Government agrees to lease, the following described premises:

(a) A total of 535,580 NUSF of office and related space consisting of 7,098 NUSF on the Maine Avenue level; 49,845 NUSF on the 12th Street Entrance Level; 44,517 NUSF on the Courtyard Level; 54,265 NUSF each on Levels 1 through 8, in the building known as Portals Building, Phase II, located at 445 12th Street, S.W., Washington, D.C. 20024. It is the intent of the Government that the Federal Communications Commission shall be the initial occupant of the leased space (this shall not in anyway alter the Government's rights under the General Clauses incorporated in this Lease, including but not limited to clauses 12 and 13 thereof); and

(b) Subject to each of the terms and conditions of Exhibit A attached to and incorporated in SLA No. 4 to the Lease, the entire parking garage in the building known as Portals Building, Phase II, located at 445 12th Street, S.W., Washington, D.C. 20024.

2. Rental Rate

The base annual rental shall be \$22,579,747.65 per annum, payable in equal monthly installments of \$1,881,645.64 in arrears. The base annual rent includes the following components:

Lessor GA Gov't Ramp

Pg. 12

(a) \$21,329,747.65 for the \$535,580 NUSF on the Maine Avenue, 12th Street Entrance, and Courtyard Levels and Levels 1 through 8; and

(b) \$1,250,000.00 for the use of the parking garage subject to the terms and provisions of Exhibit A attached to and incorporated in SLA No. 4 to the Lease. The portion of the base annual rental set forth in paragraph 2(a) above shall escalate for increases in operating costs as provided in paragraph 5 below. The portion of the base annual rent set forth in paragraph 2(b) above shall escalate each year during the term of the lease as provided in Exhibit A attached to SLA No. 4 to the Lease. In addition to the foregoing base annual rent as escalated from time to time, the Government is obligated to pay additional rent to amortize the cost of various Government directed improvements to the leased space and the building in which the leased space is located in accordance with Section B of SLA No. 4 to the Lease.

#### 4. Tax Adjustment

The Government's percentage of occupancy for determining its percentage share of any increases in real estate taxes is established as 98.37%.

#### 5. Operating Costs

The base rate for operating cost adjustments is established as (b) (4) for the twelve (12) month period ending with June, 1993. Immediately upon commencement of the lease, and each year thereafter, the Government shall pay adjusted rent for changes in the cost of services in addition to the base rental amount set forth in paragraph 2 above in accordance with the base rate. For purposes of calculating the adjustment for operating costs in accordance with paragraph 20, Operating Costs, "the index figure published for the month prior to rent commencement date" shall mean the index figure published for May of 1993. No adjusted rent for operating costs shall be due, or interest thereon payable, for any period prior to rent commencement dates as determined in accordance with SLA No. 1 and confirmed by SLA No. 3.

B. The Lessor hereby grants to the Government the right to implement the building access control measures described on Exhibit A to this SLA No. 7. Any costs or expenses incurred to implement, maintain, modify and remove such access control measures shall be the sole obligation and responsibility of the Government. Further, all access control guards shall be the agents of the Government and not of the Lessor, and the Government shall be fully responsible for their actions.

Lessor  Gov't 

EXHIBIT A TO SLA NO. 7 TO LEASE GS-11B-40155

The Government, at its option shall have the right to implement the following access control measures at the building.

1. The Maine Avenue Entrance

- The Maine Avenue Street entrance to the building may be equipped with magnetometers and x-ray equipment, with at least one access control guard to be stationed at this entrance to monitor people entering and leaving the building at all times while such entrance remains open for public access as determined by the Lessor. The location of all access control equipment shall be subject to the Lessor's review and approval. Such equipment shall not block any required exit ways.
- All persons entering the Maine Avenue location will be subject to passage through the magnetometer, and all packages, briefcases, etc., will be subject to the x-ray equipment, and, if necessary, physical inspection of their contents.
- The security guards shall have the authority to reasonably stop and question any suspicious persons, including inspection with a hand held magnetometer.
- The Government shall have the right to request that all visitors to the building using the Maine Avenue street entrance show a photo ID, sign-in, and be issued a temporary badge as part of the access control procedures allowed in accordance with the terms and provisions of this Exhibit A to SLA No. 7.
- The Government will insure that visitors will not be unreasonably delayed by foregoing access control and sign in procedures. The Government will be responsible to adjust staffing and procedures as necessary to insure that traffic through the Maine Avenue street entrance is reasonably accommodated. In the event the Lessor determines that the foregoing Maine Avenue street entrance access control procedures are delaying or impeding the use of the Maine Avenue street entrance, the Lessor shall give the Government notice and fifteen (15) days



opportunity to cure. If the Lessor thereafter determines that such access control procedures are still delaying or impeding use of the Maine Avenue street entrance, then upon ten (10) days additional notice to the Government, the Government shall immediately discontinue the foregoing Maine Avenue street entrance access control and sign in procedures.

2. The Courtyard Level Entrance

- The Courtyard Level public entrance adjacent to the food service areas between the south elevators and the building courtyard may be equipped with magnetometers and x-ray equipment, with at least one access control guard to be stationed at this entrance to monitor people entering and leaving the building at all times while such entrance remains open for public access as determined by the Lessor. This does not include any access control rights with respect to the doors from the food service establishments directly to the building courtyard or into the building corridor at the rear of the food service establishments. The location of all access control equipment shall be subject to the Lessor's review and approval. Such equipment shall not block any required exit ways.
- All persons entering the building through the Courtyard Level public entrance will be subject to passage through the magnetometer, and all packages, briefcases, etc. will be subject to the x-ray equipment, and, if necessary, physical inspection of their contents.
- The access control guards shall have the authority to reasonably stop and question any suspicious persons, including inspection with a hand held magnetometer.
- The Government shall have the right to request that all visitors to the building using the Courtyard Level public entrance show a photo ID, sign-in, and be issued a temporary badge as part of the access control procedures allowed in accordance with the terms and provisions of this Exhibit A to SLA No. 7.
- The Government will insure that visitors will not be unreasonably delayed by the foregoing access control and sign in

Lessor 89 Gov't 12/17

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO. 8  
TO LEASE NO.  
GS-11B-40155

DATE  
October 26, 1998

**ADDRESS OF PREMISES**

The Portals, 445 - 12th Street, SW, Washington, DC 20024

**THIS AGREEMENT, made and entered into this date by and between,  
PARCEL 49C LIMITED PARTNERSHIP**

whose address is  
c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

**WHEREAS**, the parties hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 26, 1998, as follows:

This SLA is issue to confirm that as of October 1, 1998, \$329,004.53 represents the portion of the monthly rent payable by the Government to the Lessor on account of Government directed improvements in accordance with the terms and provisions of Section B to SLA No. 4 to the Lease. This amount is subject to increase in accordance with Section B of SLA No. 4 to the extent the Government causes additional amounts to be amortized through the payment of additional rent.

Post-it <sup>®</sup> Fax Note	7671	Date	9/3/99	# of pages	1
To	KRISTA ZEEMAN	From	VINDET SINGHAL		
Co/Dept.	FCC-OMD	Co.	GIA/HARRY		
Phone #	418 1955	Phone #	202 401 4093		
Fax #	418 2979	Fax #	202 205 9651		

All other terms and conditions of the lease shall remain in force and effect.

**IN WITNESS WHEREOF**, the parties subscribed their names as of the above date.

**LESSOR** PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, Its General Partner

BY

(b) (6)

(Signature)

Steve Grigg, General Partner

(Title)

IN PRESENCE OF

(b) (6)

(Signature)

1250 Maryland Avenue, S.W., Washington, DC

(Address)

**UNITED STATES OF AMERICA**

BY

(b) (6)

Robert G. Roop

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 9

DATE MAY 18 1999

TO LEASE NO.  
GS-11B-40155

ADDRESS OF PREMISES

The Portals, 445 - 12th Street, SW, Washington, DC 20024

THIS AGREEMENT, made and entered into this date by and between,  
PARCEL 49C LIMITED PARTNERSHIP

whose address is

c/o Republic Properties Corporation,  
1250 Maryland Avenue, S.W., Suite 280  
Washington, D.C. 20024

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said  
Lease is amended, effective as of August 15, 1998, as follows:

*Upon execution by all parties*

See Continuation Pages 2-3 of this SLA for the terms and provisions of this SLA No. 9

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR PARCEL 49C LIMITED PARTNERSHIP, by Portals Development Associates Limited Partnership, its General Partner

BY

(b) (6)

General Partner

(Title)

IN PRESENCE

(b) (6)

1250 Maryland Avenue, S.W., Washington, DC  
(Address)

UNITED STATES OF AMERICA

BY

(b) (6)  
(Signature)

Contracting Officer

(Official Title)



**General Services Administration  
National Capital Region  
Washington, DC 20407**

JUN 29 1999

Parcel 49C Limited Partnership  
c/o Republic Properties Corporation  
1250 Maryland Avenue, S.W.  
Suite 280  
Washington, DC 20024  
Attention: Mr. Steve Grigg

Re: The Portals  
445-12 Street, S.W.  
Washington, DC 20024  
Lease No. GS-11B-40155

Dear Mr. Grigg,

Enclosed, please find one (1) original copy of SLA No. 9, Dated May 18, 1999, which has been fully executed by the Government Contracting Officer. Please retain this copy for your records.

If you have any questions, please feel free to contact me at 202-708-5246.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert W. Reed', is written over a horizontal line.

Robert W. Reed  
Branch Chief, Reality Services  
DC South Service Delivery Team

Enclosures

cc: official & reading: WPKE, WPK  
Monica Hughes/MH/708-5239/6/29/99

Issued to: (i) reflect an increase in the operating costs to be paid to the Lessor as a result of the Government's lease of the parking garage at the building in which the leased premises are located; (ii) confirm the base annual rent and operating expense base; (iii) confirm the agreements with respect to operations, maintenance, repairs, replacements and utilities with respect to the operation of the garage and, (iv) memorialize the settlement of the Claim submitted by the Lessor for past due rent;

- A. Paragraphs 2 and 5 of the SLA No. 1 to the Lease are hereby modified and restated in their entirety to confirm the base annual rent and to reflect the increase in operating costs outlined in the introductory paragraph of this SLA, as follows:

2. Rental Rate

(retroactive to 8/15/98) *MA*  
The base annual rental shall be \$22,653,938.16 per annum, payable in equal monthly installments of \$1,887,828.18 in arrears. The base annual rent includes the following components:

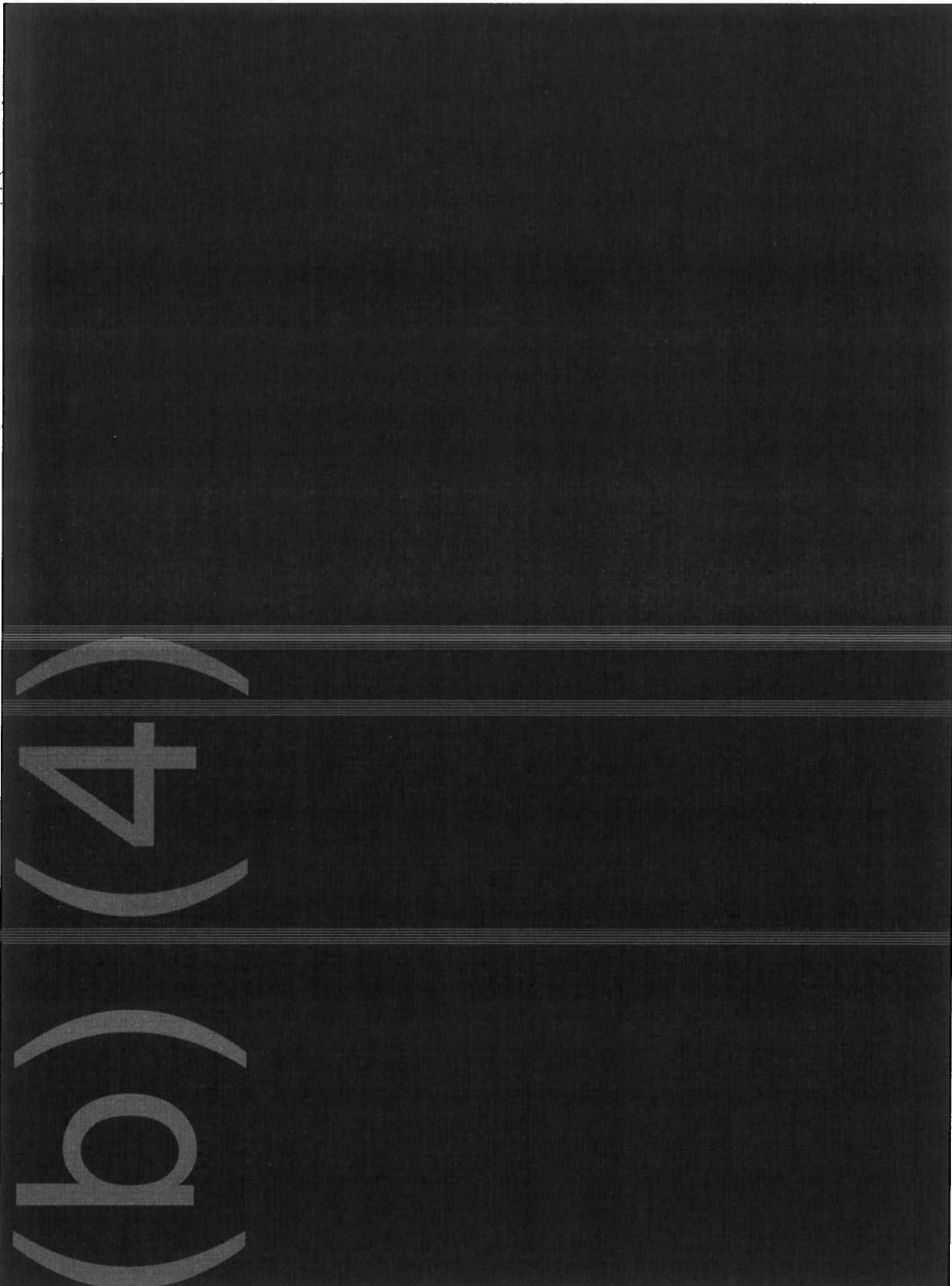
- (a) \$21,403,938.16 for the 535,580 NUSF on the Maine Avenue, 12<sup>th</sup> Street Entrance, and Courtyard Levels and Levels 1 through 8; and  
(b) \$1,250,000.00 for the use of the parking garage subject to the terms and provisions of Exhibit A attached to SLA No. 4 to this lease.

The portion of the base annual rental set forth in paragraph 2(a) above shall escalate for increases in operating costs as provided in paragraph 5 below; the portion of the base annual rent set forth in paragraph 2(b) above shall escalate each year during the term of the lease as provided in Exhibit A attached to SLA No. 4 to the lease. In addition to the foregoing base annual rent as escalated, the Government is obligated to pay additional rent to amortize the cost of various Government directed improvements to the leased space and the building in which the leased space is located in accordance with Section B of SLA No. 4 to the lease. As of the date of this SLA, the additional annual rent payable by the Government to amortize the cost of Government directed improvements in accordance with Section B of SLA No. 4 to the lease is \$4,128,419.88, which is payable in monthly installments of \$344,034.99 in arrears.

5. Operating Costs

The base rate for operating cost adjustments is established as (b) (4) for the twelve (12) month period beginning June of 1993. Immediately upon commencement of the lease; and each year thereafter (such adjustments to be implemented and effective as of June 1 of each year during the term of the lease), the Government shall pay adjusted rent for changes in the cost of services in addition to the base rental amount set forth in paragraph 2 above. For purposes of calculating the adjustment for operating costs in accordance with paragraph 20 Operating Costs, "the index figure published for the month prior to rent commencement dates as determined in accordance with SLA No. 1 and confirmed by SLA No. 3.

- (Amended 8/15/98) *MA*  
B. With respect to operation of the garage, the Lessor hereby agrees to be responsible for the repair and maintenance of the equipment and mechanical systems serving the garage. In consideration of the Lessor agreeing to accept such responsibility, it is understood and agreed that the Government will reimburse the Lessor for the costs of undertaking such maintenance and



(b)(4)

(b)(1)

repair work, either on a time and materials plus a fee basis or through an increase in the base annual rent and base rate for operating expenses hereunder the Lessor's proposal to provide such repair and maintenance services, a copy of which is attached to this SLA No. 9 as Exhibit A and is hereby incorporated herein by this reference, sets forth a listing of the garage equipment to be operated, maintained and repaired by Lessor, the cost of which has been added to the base annual rent and the base rate for operating expense adjustments by the terms of this SLA. To the extent not specifically listed on Exhibit A, the cost for any repair and maintenance work for garage equipment shall be reimbursed to Lessor on a time and materials basis. In addition to the equipment repair and maintenance services, the Lessor shall also provide the following services as provided in Exhibit A as part of the annual rental and at no additional cost to the Government: (i) periodic power sweeping and degreasing of the garage, (ii) re-stripping, (iii) upkeep of all painted surfaces in open areas in the garage, and (iv) daily trash removal and policing of the garage deck. To the extent any garage equipment (except that identified in Exhibit A attached hereto) requires replacement during the term of the Lease, then upon authorization by the Government such items shall be replaced by the Lessor as other above SFO-standard work in accordance with Paragraph 6 of SLA No. 1 at the Government's cost.

C. As part of the rental consideration set forth in Section A above, the Lessor hereby grants to the Government the right, during the term of this lease, to use and occupy the parking management/control office on the Main Avenue level of the Building as shown in the floor plan attached hereto as Exhibit B; provided, however, if the Government fails to pay to the Lessor the rent deficiency payment as set forth in Section E below by May 1, 1999, the Government's right to use and occupy the space shown on Exhibit B to this SLA shall immediately lapse and be of no further force and effect.

D. With respect to the operating expense credit in the amount of \$1.50 per NUSF per annum allowed to the Government from the rent commencement date for each phase until the substantial completion of each phase, this shall confirm that the Government shall be entitled to such credit until the date it actually occupies each phase of the leased space.

E. ~~In full and complete settlement of the Claim and Request for Contracting Officer's Final Decision dated MARCH 4, 1999 submitted by the Lessor and in full satisfaction of all claims, asserted or unasserted, by either the Lessor or the Government with respect to rental amounts accrued through March 31, 1999 and payable through April 1, 1999 under this Lease, the Government shall pay to the Lessor the sum of \$457,083.85 not later than May 1, 1999.~~ 9 d

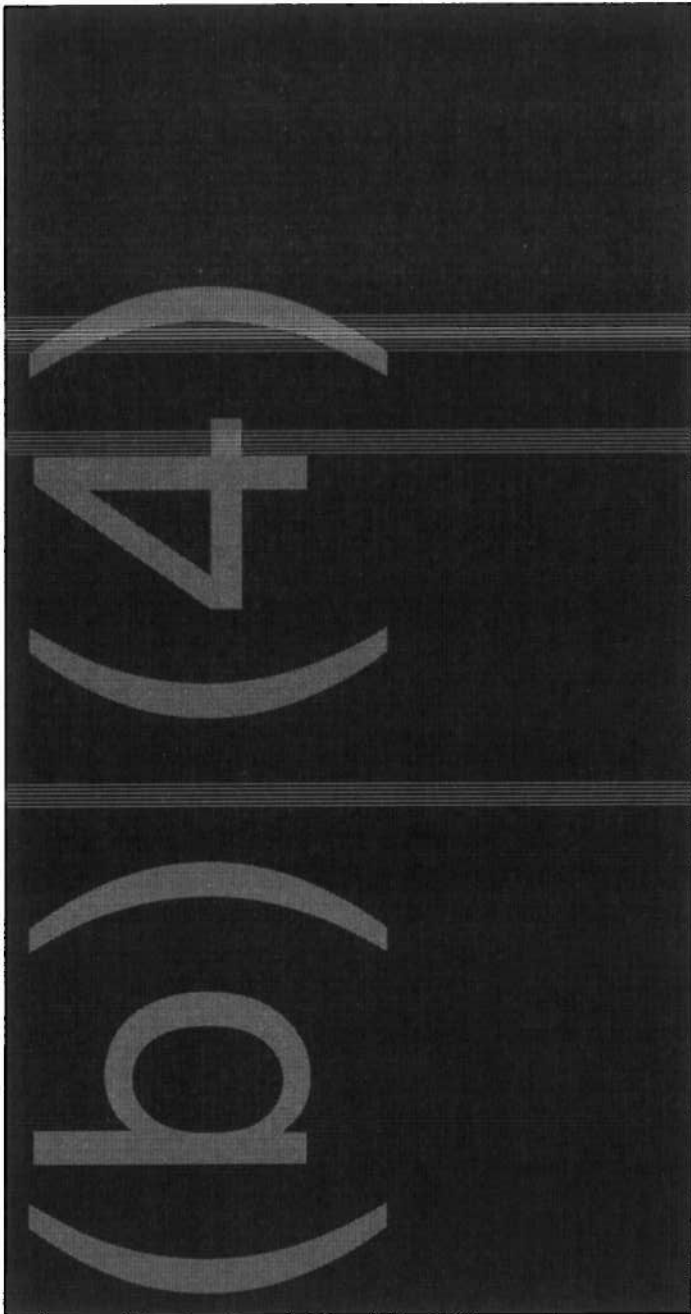
Exhibit A - Page 2 of 3

(4)

(b)



Exhibit A - Page 3 of 3



(b) (4), (b) (7) (F)

Maine Avenue Entrance Level